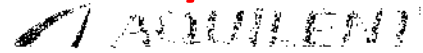


# Aquilent



118947501 Street, Suite 1100 • T 301.939.1036 • F 301.939.1038 • [www.aquilent.com](http://www.aquilent.com)

March 30, 2010

Ms. Janet Carlson

Mr. Steven Hamilton

Business Transformation Agency, Contracting & Acquisition Support

1851 S. Bell Street, Bldg CM3, Room 425

Arlington, VA 22240-5291

Via email: [Janet.Carlson@bta.mil](mailto:Janet.Carlson@bta.mil), [Steven.Hamilton@bta.mil](mailto:Steven.Hamilton@bta.mil)

[ Aquilent (Booz Allen Hamilton). (Mar. 30, 2010). FVAP COTS Support Services, RFP# HQ0566-10-Q-0018, also ref. Scytl (Paragon Group Limited UK), Credence (Adobe Amazon, SAP, Salesforce, Oracle), Everyone Counts (Votem), Vexcel (Microsoft). Washington Headquarters Services (WHS) Pentagon. Reproduced for educational purposes only. Fair Use relied upon.

Source: [https://www.esd.whs.mil/Portals/54/Documents/FOID/Reading%20Room/Contracts/10-F-1047\\_HQ0566-10-Q-0018.pdf](https://www.esd.whs.mil/Portals/54/Documents/FOID/Reading%20Room/Contracts/10-F-1047_HQ0566-10-Q-0018.pdf)

Re: Federal Voting Assistance Program (FVAP) Request For Proposal HQ0566-10-Q-0018

Dear Ms. Carlson and Mr. Hamilton:

Aquilent is pleased to submit our response to BTA's Request For Quote for Federal Voting Assistance Program (FVAP) COTS Support Services. As outlined in our initial RFI response, we propose the implementation of our Epic™ solution suite to fulfill FVAP's Electronic Voting Support Wizard (EVSU) pilot objectives. Epic represents a commercial-off-the-shelf (COTS) platform that provides advanced form publication in a wizard-style portal environment as described in the RFQ. In addition, Epic is readily configurable and scalable, enabling FVAP to accommodate State-specific requirements and extensive volumes of users, respectively.

Perhaps most importantly, Aquilent also brings a mature, CMMI Level 3-certified set of software lifecycle methodologies. Through our advanced delivery processes, Aquilent is able to offer a First Solution Guarantee™, which is our pledge to deliver a production-ready EVSU portal to any participating State or Territory by the earliest of Absentee Ballot Online Delivery Deadline, or September 18, 2010, or within 90 days of award. Given the presence of a very tangible, fast-approaching deadline in the November election cycle, the First Solution Guarantee offers FVAP peace of mind that its pilot portal initiative can be production-ready on-time.

The attached response addresses the specific requirements outlined in the RFP and provides information on the Epic COTS offering. In addition, we have prepared a live, click-through prototype based on the provided use cases. This demonstration site is available for review at: <http://fvapdemo.aquilent.com/>

If you have questions regarding our response, please do not hesitate to contact me at 301.939.1036 / [mike.deutsch@aquilent.com](mailto:mike.deutsch@aquilent.com). Thank you for your consideration.

Sincerely,

Mike Deutsch

Director of Business Development

# **Federal Voting Assistance Program (FVAP) COTS Support Services**

**RFP#: HQ0566-10-Q-0018**

**March 30, 2010**



innovating  
tomorrow's  
government\_

# Federal Voting Assistance Program (FVAP) RFP Response

**Prepared by\_** Aquilent, Inc.  
1100 West Street, Laurel, MD 20707  
aquilent.com  
POC: (b)(4)

**Prepared for\_** Business Transformation Agency  
ATTN: Ms. Janet Carlson  
ATTN: Mr. Steven Hamilton  
1851 S. Bell Street, Bldg CM3, Room 425  
Arlington, VA 22240-5291

**Response due\_** NLT March 30, 2010, 4:30 PM

**Submitted\_** March 30, 2010

This document contains data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any reason other than to evaluate this response. If, however, a contract is awarded to Aquilent as a result of or in connection with the submission of this document, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does limit the Government's right to use information contained in this document if it is obtained from another source without restriction. The data subject to this restriction appear on all pages of this document.

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## 1 Aquilent Administrative Information

Financial and contractual information for Aquilent Inc. is provided here:

- **Solicitation Number:** HQ0566-10-Q-0018
- **Date of Submission:** March 30, 2010, 4:30 PM EST.
- **Company Name:** Aquilent, Inc.
- **Mailing Address:** 1100 West Street, Laurel MD 20707
- **POC:** (b)(4)
- **Designated POC Email:** (b)(4)
- **Phone Number:** (b)(4)
- **Fax Number:** (b)(4)
- **GSA IT Schedule 70 Contract #:** GS-35F-4729G
- **Tax ID Number (TIN):** (b)(4)
- **DUNS:** (b)(4)
- **NAICS:** 541519
- **Business Size:** Unrestricted

Aquilent's registration in the Central Contractor Registry is confirmed. Representations and Certifications have been completed electronically through the ORCA website, and are accurate and up-to-date without provision or exception for this solicitation response, per FAR 52.212-3(b). Aquilent acknowledges receipt of all amendments to the solicitation.

## 2 Executive Summary

Aquilent is an award-winning company with a 30-year history of proven success helping our Federal Government clients solve their most pressing technology problems. We specialize in delivering web-based portal solutions that automate critical governmental business processes. Aquilent has architected many groundbreaking Federal portals, including:

- (b)(4)
- 
- 
- 

Aquilent takes great pride in developing results for our customers and, as a result, the Tech Council of Maryland recognized Aquilent in 2008 as the Government Contracting Firm of the Year. We offer the right mix of innovative technology, proven experience and mature delivery methodologies necessary to assure the success of the Federal Voting Assistance Program (FVAP) Electronic Voting Support Wizard (EVSZ) pilot program. In this section, we outline the (b)(4) discuss our past performance qualifications in delivering similar portal solutions, and demonstrate our commitment to helping FVAP meet its service milestone deadlines (b)(4)

## 2.1 (b)(4) – The Right Portal Solution For FVAP

With an entirely (b)(4) that is already deployed to a number of other federal agencies, Aquilent is well-positioned to fulfill FVAP's EVSW initiative. (b)(4) software meets and exceeds the capabilities described in the Performance Work Statement, providing a rapidly deployable COTS technology platform that can fully support individual U.S. States and Territories in automating the absentee balloting process for the upcoming November 2010 general election cycle.

Developed from the ground up as an (b)(4) for the Federal Government, (b)(4) features a (b)(4) forms for use in a (b)(4) through managed workflows via wizard-based screens, enabling completed state-specific ballots to be electronically developed and prepared for transmission to designated election officials.

## 2.2 Proven Performance

Throughout our history, Aquilent has demonstrated its ability to profoundly impact our clients' portal initiatives within a very short timeframe, garnering trust and credibility throughout the Federal Government. We possess significant expertise in deploying Federal Portal platforms that support innovative business process automation requirements such as FVAP's current endeavor. Aquilent has an unmatched record of applying this expertise to high profile enterprise-wide Federal sites. In Section (b)(4), we provide details of three past performance examples where our (b)(4). Each of the following past performances saw us meet and exceed challenging delivery deadlines, highlighting our ability to quickly deploy production-ready solutions, which we believe to be particularly relevant to FVAP's initiative:

- (b)(4)
- (b)(4)
- (b)(4)

## 2.3 (b)(4)

As stated in the RFQ, *Time is of the Essence*. To meet the aggressive and immovable deadline that is the November general election, FVAP will need to ensure that its technology partner possesses a mature set of software delivery methodologies that can mitigate delivery risk. Aquilent's service delivery processes have been externally rated by the Software Engineering Institute (SEI) at Capability Maturity Model Integration (CMMI) Level 3. This represents concrete evidence that Aquilent not only brings the right technology platform in (b)(4) but that our delivery teams are capable of rapidly responding to State-specific requirements and understand how to manage comprehensive software deployment lifecycles on-time and within budget.

(b)(4)

Leveraging our process-driven approach, we are confident in our ability to deliver a solution that fits FVAP's strategic objectives in a timely manner. We recognize that the success of this program is incumbent upon on-time delivery of the underlying portal solution. FVAP requires measurable results and needs to know when to expect them, definitively. Aquilent's approach focuses on providing solutions that fit our clients' strategic objectives and goals—quickly and cost effectively. Our experienced, (b)(4) will work to assess FVAP and participating State challenges and will establish and adhere to key milestone dates such as Instructions to States, Initial and Final User Acceptance Testing, and Fully Populated Ballot Available. Our commitment to process-driven delivery offers FVAP peace of mind that participating States' Electronic Voting Support Wizards will be fully tested and production-ready on – or before – established delivery deadline date(s).

### 3 Technical Approach

Aquilent has a proven, detailed, and accurate understanding of FVAP's Requirements and Tasks for the Electronic Voting Support Wizard solution. Through our experience in deploying our (b)(4) to fulfill similar business automation requirements throughout the Federal Government, we are uniquely experienced in delivering the capabilities needed to make the EVSW pilot program a success.

#### 3.1 Requirements Matrix

In the following sections, we outline how our proposed solution maps to the requirements stated in FVAP's Performance Work Statement. Compliance with stated requirements may be illustrated via the use case prototype we have prepared as part of this response. (b)(4)

(b)(4)

RFQ Section:	Requirement / Task Description:	Aquilent Response:
2.0	<b>Purpose</b> - On-line marking of an absentee ballot for all Federal, State and Local elections for a participating voter's precinct.	(b)(4)
2.0	<b>Purpose</b> - Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot.	(b)(4)

RFQ Section:	Requirement / Task Description:	Aquilent Response:
2.0	<b>Purpose</b> - On-line delivery of blank (unmarked) ballot for voter print-out and hand marking.	(b)(4)
2.0	<b>Purpose</b> - State-specific casting and return instructions.	
3.2	<b>Scope</b> - The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including Federal, State, and Local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.	
3.3	<b>Scope</b> - Provide complete services solution capability necessary to obtain viable wizard functionality, testing, and technical and functional support, to include hosting and help desk support, through January 31, 2011.	
3.4	<b>Scope</b> - Hosting will be at the contractor's location	
4.1.1	<b>Technical Objectives: Portal Services</b> - The wizard must be publicly accessible through the Internet.	

RFQ Section:	Requirement / Task Description:	Aquilent Response:
4.1.1	<p><b>Technical Objectives: Portal Services</b> The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973.</p>	(b)(4)
4.1.2	<p><b>Technical Objectives: Secured data submission and form upload</b> Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>	
4.1.3	<p><b>Technical Objectives: Data Interoperability</b> - Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats:</p> <ul style="list-style-type: none"> <li>a.) Voter Information Project (VIP) XML format</li> <li>b.) Organization for the Advancement of Structured Information Standards (OASIS) EML format</li> <li>c.) ASCII</li> <li>d.) Other formats as mutually agreed by the vendor, COR, and election officials</li> </ul>	
4.1.4	<p><b>Technical Objectives: Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification.</p>	

RFQ Section:	Requirement / Task Description:	Aquilent Response:
4.1.4	<p><b>Technical Objectives: Voter Verification and Ballot Control -</b>            This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>	(b)(4)
4.1.5	<p><b>Technical Objectives: Ballot Return -</b> Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and email addresses, fax numbers and faxing instructions, and oath statements.</p>	
4.3	<p>Wizards must be linkable from the FVAP website (<a href="http://www.fvap.gov">www.fvap.gov</a>) as a point of referral, but can also be accessed independently.</p>	
4.4	<p>Help desk services will be provided for voters and election officials.</p>	



RFQ Section:	Requirement / Task Description:	Aquilent Response:
4.5	<b>Wizard use statistics</b> – Vendor will collect statistics on system usage by jurisdiction, to include but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion.	(b)(4)

### 3.2 Acknowledgement of Deliverables

Aquilent recognizes and agrees to the Deliverable dates and schedule set out in Section 5 of the RFQ. We are fully prepared to manage the software delivery process and deploy our proposed solution in accordance with the deadlines listed.

### 3.3 Company Technical Certifications

As described in Section 2.3, Aquilent’s service delivery processes are externally rated by the Software Engineering Institute (SEI) at Capability Maturity Model Integration (CMMI) Level 3 across all service delivery practice areas, and assessed using the Continuous Representation model. CMMI is the SEI’s next generation of maturity models that integrate all aspects of systems implementation and surpass earlier models that focus only on the software. These assessments are important because they demonstrate Aquilent’s ability to manage large-scale, complex projects in a manner that is well structured – and recognized as such through independent assessment – while also following industry best practices. This approach is essential to establishing program-wide standards. Since clear communication is one of the most challenging elements of program management, a common approach and vocabulary for communication amongst project stakeholders is critical.

With our CMMI Level 3 rating in December 2008, Aquilent became part of a very select group of government contractors who have adopted the next-generation CMMI model. Aquilent has made a significant investment in its Service Delivery Process to provide our (b)(4) project managers with a standard set of methodologies and tools that fully support on-time delivery of services. This rating illustrates Aquilent’s commitment to software delivery best practices, and by extension ensures that customers such as FVAP receive high-quality deliverables and achieve their performance objectives in a timely fashion.

## 4 Past Performance

Aquilent’s (b)(4) has been successfully implemented throughout the Federal Government and is currently supporting business automation initiatives within large Civilian and DoD agencies. In accordance with this RFQ’s response requirements, we have chosen the following three projects that demonstrate our ability to combine our state-of-the-art solution with the mature processes needed to manage the scope and complexity of FVAP’s Electronic Voting Support Wizard pilot:

(b)(4)

	<b>Contract Number:</b> (b)(4)	<b>Period of Performance:</b> (b)(4)	<b>Contract Value:</b> (b)(4)
<b>Technical POC:</b>	(b)(4)		
<b>Contract POC:</b>	(b)(4)		

(b)(4)

(b)(4)

(b)(4)

**Technical POC:**

(b)(4)

**Contract POC:**

(b)(4)

	(b)(4)
	(b)(4)
<b>Technical POC:</b>	(b)(4)
<b>Contract POC:</b>	(b)(4)
(b)(4)	(b)(4)

## 5 Summary

Aquilent is a trusted Federal Government technology partner that consistently meets – and exceeds – client expectations. With delivery processes that are externally rated by the Software Engineering Institute (SEI) at Capability Maturity Model Integration (CMMI) Level 3 across all service delivery practice areas, Aquilent combines recognized process maturity with a breadth of federal acquisition domain expertise. Coupled with our cost effective, (b)(4) (b)(4) we are well-positioned to deliver the FVAP Electronic Voting Support Wizard to meet State-specific requirements in time for the upcoming November 2010 general election cycle.

(b)(4) with FVAP's requirements for the EVSW initiative. As shown in the use case prototype that has been prepared for this response (b)(4)

(b)(4) accordance with the Technical Objectives listed in Section 4.1.1 of the RFQ. The (b)(4) supports secure data submission of ballot selections, generating the necessary output documents (4.1.2). This includes completed ballots with proper addressing, voter instructions for ballot transmission, and mailing templates that can be tailored to individual States' requirements (4.1.5). (b)(4) is configured to support open access, ensuring that absentee ballot voters will not need to register or authenticate to use the system. At the same time, the portal can be configured to support voter verification procedures as required by individual States (4.1.4), and accepts any of the data interoperability formats specified in the RFQ (4.1.3). Aquilent can deploy (b)(4)

(b)(4) while also being link-integrated with FVAP's current website (4.3). (b)(4) reporting module will deliver transparency into FVAP processes, enabling detailed reporting and metrics on the number of ballots entered and completed at both the Program and individual State levels (4.5).

In addition to these portal capabilities, Aquilent also possesses an extensive history in supporting our (b)(4) ensuring that EVSW users will have access to a highly-trained, readily available support team once the portal has been deployed (4.4). Combined, these characteristics greatly mitigate the risks inherent to new system implementations and can position the FVAP EVSW pilot program as an innovative success story following the upcoming general election cycle.

March 30, 2010

Ms. Janet Carlson  
Contracting Officer  
1851 South Bell Street  
Arlington, VA 22202

Reference: BTA FVAP COTS Support Services (HQ0566-10-Q-0018), as amended

Dear Ms. Carlson:

Credence Management Solutions, LLC (Credence) a Small Business Administration (SBA) certified 8(a) and Hub-Zone Company—along with our Election/Voting Subject Matter Expert partners, Election Information Services LLC, Open Source Digital Voting Foundation, and our Technology Solution partners, Avoka Technologies and Adobe Systems Inc.—is pleased to present our Quote (proposal response) to the Business Transformation Agency (BTA) Federal Voting Assistance Program (FVAP) COTS Support Services (Solicitation # HQ0566-10-Q-0018), as amended with Amendment 1 & 2.

Our Quote contains the following sections – signed and dated SF1449 & SF 30, Technical Proposal, Demonstration of Solution Capability (with Use Cases, URL, and Instructions), Past Performance References, and Representation and Certifications.

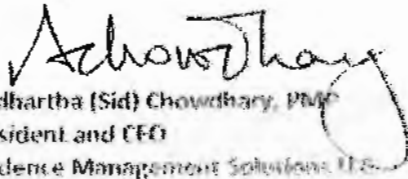
As requested, we are submitting 1 hard-copy and 1 electronic copy of our Quote to the address specified in the RFQ.

Team Credence presents a unique collaboration among its team-members, all of whom are committed to enabling "Open Government" through the use of technology to promote transparency, collaboration, and participation. Our solution provides an efficient, flexible, and scalable, framework that can be leveraged during the upcoming general elections in November 2010 to "strengthen our democracy and promote efficiency and effectiveness in Government."

Each teaming partner brings a critical component of the solution required to ensure the success of the FVAP COTS implementation at the 56 States and Territories—and together we provide the BTA with the "best-of-breed" solution that can be assured of meeting the stringent timelines, thereby making us the "lowest-risk" option to deliver on this critical project.

If you need additional information, please contact me directly at (703) 819-6876 or [schowdhary@credence-llc.com](mailto:schowdhary@credence-llc.com). Credence appreciates the opportunity to respond to this RFQ and acknowledges the significant role that we can play in supporting your agency.

Sincerely,



Siddhartha (Sid) Chowdhary, PMP  
President and CEO  
Credence Management Solutions, LLC  
723 Capitol Square Plaza SW, Washington DC, 20024  
(703) 819-6876 (Direct) | (832) 442-8419 (Fax)  
[schowdhary@credence-llc.com](mailto:schowdhary@credence-llc.com) | <http://www.credence-llc.com>



## QUOTE (PROPOSAL RESPONSE)

**Federal Voting Assistance Program (FVAP) COTS Support Services**

**Solicitation Number: HQ0566-10-Q-0018 (as Amended)**

**March 30, 2010 4:30PM Eastern**

**Prepared for:**

**Business Transformation Agency**

1851 S. Bell Street  
Arlington, VA 22240

Janet M. Carlson, Contracting Officer, BTA  
[Janet.carlson@bta.mil](mailto:Janet.carlson@bta.mil)

Steven L. Hamilton, Contract Specialist  
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**Submitted by:**

**Credence Management Solutions LLC**



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(202) 903-0330 (O) | 703-819-6876 (C)



**In Partnership with:**

**Adobe Systems Inc.**



**Election Information Services, LLC**

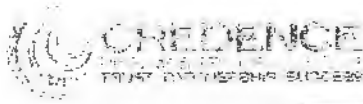
**Open Source Digital Voting Foundation**



*This Quote (proposal) includes information that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this proposal or quotation if it is obtained from another source without restriction. The information subject to this restriction is contained on sheets with the following disclosure legend: "Use or disclosure of information contained on this sheet is subject to the restriction on the title page of this proposal."*

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1. STANDARD FORM 1449 / SIGNED AMENDMENTS

## 2. TECHNICAL PROPOSAL

### 2.1 INTRODUCTION TO TEAM CREDENCE

Team Credence—consisting of **Credence Management Solutions LLC**, a small minority-owned company providing management and technical advisory services to government agencies; along with our Election/Voting Subject Matter Expert partners, **Election Information Services LLC**, **Open Source Digital Voting Foundation**, and our Technology Solution partners, <sup>(b)(4)</sup> and **Adobe Systems Inc.**—is pleased to present our Quote (proposal response) to the Business Transformation Agency (BTA) Federal Voting Assistance Program (FVAP) COTS Support Services (Solicitation # HQ0566-10-Q-0018), as amended with Amendment 1 & 2.

Team Credence presents a unique collaboration among its team-members, all of whom are committed to enabling *“Open Government” through the use of technology to promote transparency, collaboration, and participation.* Our solution provides an efficient, flexible, and scalable, framework that can be leveraged during the upcoming general elections in November 2010 to *“strengthen our democracy and promote efficiency and effectiveness in Government.”*

Each teaming partner brings a critical component of the solution required to ensure the success of the FVAP COTS implementation at the 56 States and Territories—and together *we provide the BTA with the “best-of-breed” solution that can be assured of meeting the stringent timelines, thereby making us the “lowest-risk” option to deliver on this critical project.*

**Credence Management Solutions LLC (Credence)** provides management consulting, strategy, business transformation, and advisory services to government agencies. Credence serves its customers as an independent and objective “Trusted Advisor” combining functional, technical, and acquisition capabilities to meet the business goals of government programs. Credence is a Small Business Administration (SBA) certified 8(a) and HUB-Zone business, with an active Secret Facility Clearance by the Defense Security Service (DSS). Credence qualifies as a Small Business under the NAICS Code 541519 with Size Standard of \$7,000,000.

Credence is currently supporting the BTA Enterprise Integration Directorate on multiple contracts, and we are knowledgeable with the organization and its mission. We are also intimately familiar with the Organization for the Advancement of Structured Information Standards (OASIS) Election Markup Language (EML), and our Technical Architect, Mr. David Webber currently serves as the *editor of the OASIS Election and Voter Services Technical Committee.* Mr. Webber has also assisted the *State Office of Statistics in California with implementing their OASIS EML 530 election statistics reporting system and with the Pew Foundation and Google development staff to develop the new OASIS EML 150 for polling district boundary mapping and polling place location.*

**Election Information Services, LLC (EIS)** provides election and voting system related software development, business intelligence development, data analysis, project management, and process improvement services to states, non-profits, and the public sector. EIS also has extensive election experience related to managing voting equipment data, election data, poll-books, voter list maintenance, absentee processing, election results data analysis, campaign finance systems, Help America Vote Act (HAVA) compliance analysis, and Election Assistance Commission (EAC) data processing. EIS leverages its experience in state government to assist

public sector entities to increase the integrity of election related processes and to improve data quality used in election management.

EIS currently manages the *Commonwealth of Virginia's election systems, application development, database administration, legislative compliance*. In addition, EIS assisted in the *implementation of Voting Information Project (Pew/Google) public election information, and created and deployed XML election results for 2008 and 2009* (used by media organizations including AP and Washington Post).

**The Open Source Digital Voting (OSDV) Foundation** is a non-profit public benefits corporation, whose mission is to work to restore trust in the cornerstone of American democracy—the process of fair and free elections—through the *design and development of open source, transparent, high-assurance election and voting technology, freely available for adoption and deployment by any state, jurisdiction, or precinct*. The range of efforts to accomplish the mission span the entire elections and voting ecosystem including voter registration, ballot design, voting devices, and election management services. The OSDV Foundation's flagship effort is the TrustTheVote Project – a digital public works project, creating freely available open source technology maintained in a public trust. Open source technology and practices are a key aspect of this public works project, and a critical ingredient to ensure transparency and trust.

(b)(4)



**Adobe Systems Inc. (Adobe)** is a *leading global provider of digital document solutions*. The Adobe LiveCycle™ ES platform enables organizations to connect employees, customers, citizens, and partners with information through the use of Adobe FLASH and the PDF file format—the *de facto standard for secure electronic document exchange*. The suite of integrated software solutions empowers organizations to capture, integrate and present strategically relevant information – enabling them to work smarter and more productively.

Team Credence includes an Adobe Gold Solution Partner, and by virtue of having Adobe as part of our team, the BTA and FVAP can be assured of our reach-back capability into Adobe for full support and access to any resources that we may need to implement our solutions.

## 2.2 PROPOSED KEY PERSONNEL

Our proposed Key Personnel includes a team that is uniquely qualified to deliver on the FVAP COTS Support Services contract, due to our extensive experience in working with the BTA, intimate familiarity with FVAP, strong election and voting subject matter expertise, and a proven technical solution that is highly secure, configurable, scalable, reliable, and cost-effective.

Our Proposed Key Personnel includes:

(b)(4)



- **Mr. John E Sebes (CTO OSDV):** Mr. Sebes has over 25 years experience providing information technology consulting services related to information security, technology strategy, and IT operations assurance. With experience in executive management and in technology innovation and development, he has performed a variety of roles including strategist, architect, designer, analyst, and advisor for a variety of organizations including established technology companies, start-ups, venture capital firms, major government agencies, and financial services firms. His experience, in addition to **designing and implementing the current OSDV elections support system**, includes a variety of strategic and/or security-critical systems such as banking, payments, mobile computing, healthcare informatics, electronic medical records, digital rights management, digital control systems, and national critical infrastructure protection.
- **Mr. David RR Webber (Voting/Elections Technical Architect):** Mr. Webber has over 30 years of IT experience, with over 20 years experience developing government solutions including experience with **election management and voting solutions design**. He currently serves as the **technical editor for the Election and Voter Services Technical Committee in OASIS**. David **assisted the State Office of Statistics in California with implementing their OASIS EML 530 election statistics reporting system**. His committee work has also included developing trusted processing mechanisms and XML for secure public elections using open source code implementations. In addition he has worked with the Pew Foundation and Google development staff to develop the new OASIS EML 150 for polling district boundary mapping and polling place location. He has extensive election system design experience for meeting both US and overseas country voting solution requirements. Also has developed documentation on a voting system for submission to the State of New York election board and review. David has significant Open Source Software (OSS) development experience. He **holds two US patents for EDI and XML technologies cited by over 30 other patents**.
- **Mr. Siddhartha Chowdhary, PMP (Program Manager):** Mr. Chowdhary has 17 years of experience in program and project management, strategic planning, and integration of enterprise business system and COTS implementations. He is a **Certified Project Management Professional** and possesses an active Secret Clearance. **Mr. Chowdhary**



will serve as the Program Manager for Team Credence and the principal point-of-contact (POC) for BTA. He is knowledgeable with the BTA organization and programs and has established relationships within BTA, including their financial and contract personnel. These relationships will ensure that Team Credence can hit the ground running upon award, and can execute effectively on this contract.

### 2.3 INTRODUCTION TO OUR PROPOSED SOLUTION

Team Credence has extensive experience in working with states election offices and voting support systems, including the following requirement areas sought by FVAP:

- 1) Hosted Internet forms system delivery
- 2) Forms Wizard application development including Section 508 interface support
- 3) Receive a state/county specific blank ballot
- 4) Electronic forms delivery
- 5) Electronic data integration
- 6) Application of open public standards for elections
- 7) Assist military and overseas voters to register to vote,
- 8) Request an absentee ballot
- 9) Remote systems security and election integrity issues remediation
- 10) Help desk support services

(b)(4)

The forms components utilize open standards including PDF (Portable Document Format<sup>1</sup>) forms; XML including leveraging the FVAP preferred OASIS Election Markup Language (OASIS EML) and/or Voter Information Project (VIP) voting data formats.

The use of PDF for ballot delivery is critical for states' integration; as an open standard there are a broad range of software solutions including open source software that allow processing of PDF forms. This maximizes the ability of states to quickly and easily integrate PDF based ballots into their existing processes. PDF forms also have integrated security and authentication mechanisms available for states to exploit in support of legal processing requirements, including Section 508 interface requirements.

The (b)(4) /Adobe technology fully supports all features for digital signature, encryption, bar coding and protected read-only forms management and secure delivery with confirmation.

The Team Credence solutions benefits envisioned are:

- ✓ Proven country wide secure election process forms delivery and management
- ✓ Low cost remote hosting and internet cloud delivery platform

<sup>1</sup> PDF is an ISO standard forms solution – <http://www.iso.org/iso/pressrelease.htm?refid=Ref1141>

- ✓ Extremely rapid forms deployment infrastructure with open data standards support
- ✓ Extensive experience of developing wizard forms applications that are locally configurable
- ✓ Maximized security of data transport with delivery assurance and dashboard services
- ✓ Available backend systems integration via open public data standard formats

Considering these factors our solution provides the most cost effective and proven solution available to enable increased voter enfranchisement, greater system and procedural integrity and reduced state operating expenses.

## 2.4 UNDERSTANDING OF THE REQUIREMENTS

In this section, we discuss each of the required functional areas required to support the FVAP ballot marking wizard application and describe how our solution provides the capabilities needed to deliver that functionality.

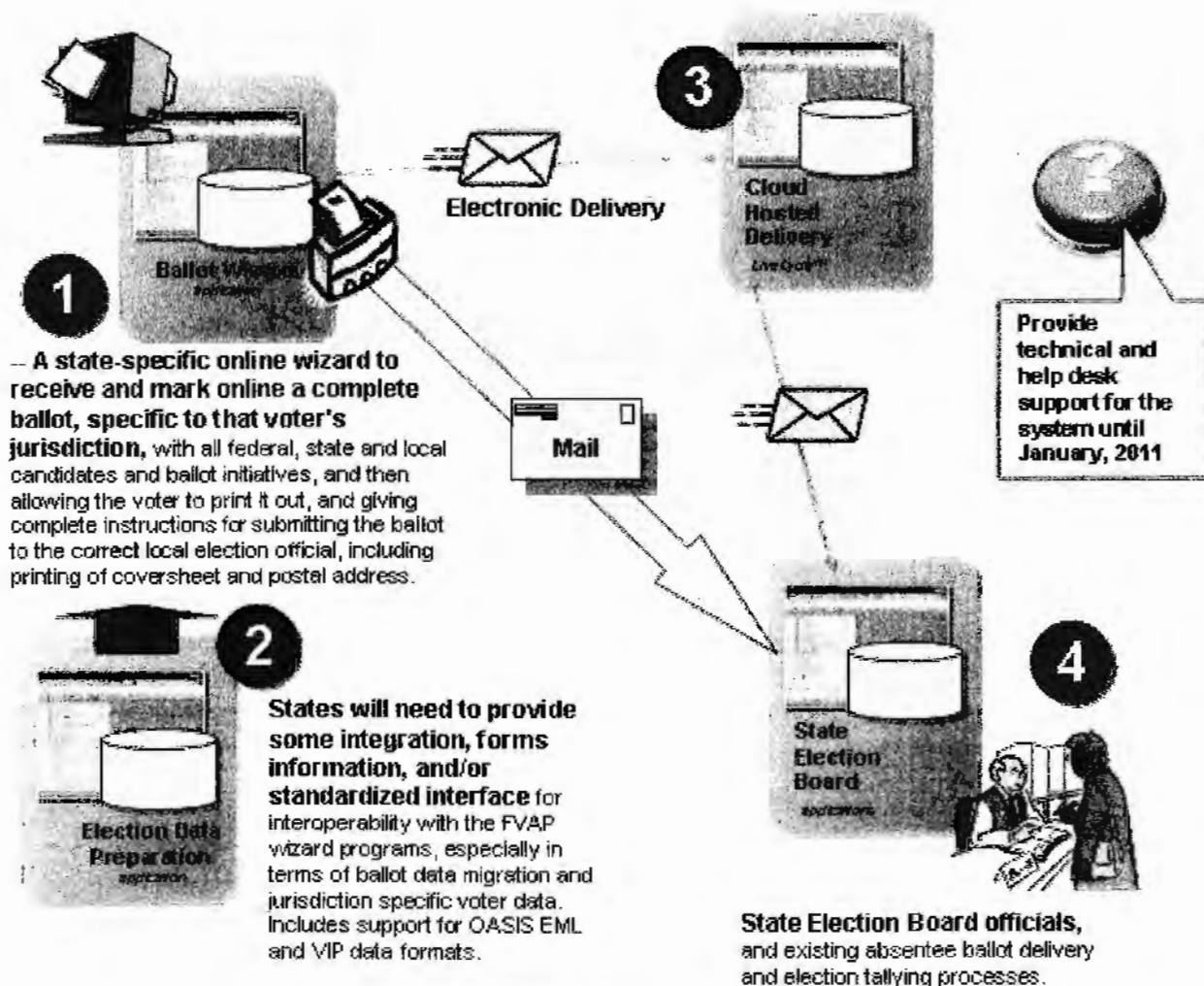


Figure 1 – Ballot Marking Wizard Solution Components

The required functionality involves **assisting military and overseas voters (covered under Uniformed and Overseas Citizens Absentee Voting Act "UOCAVA")** to:

1. Via an online hosted forms wizard application retrieve a valid ballot that
  - a) Is specific to the voter's jurisdiction, with federal, state and local offices and applicable referenda issues
  - b) Can be marked and completed electronically
  - c) Can be printed by the voter
  - d) Can be marked by hand if not marked electronically
  - e) Can be physically returned via postal mail to the local election officials address appropriate for the specific voter including appropriate coversheet
  - f) Can be delivered electronically to the appropriate state election board
  - g) Provides tracking and usage statistics
  - h) Supports Federal Section 508 online user interface requirements compliance<sup>2</sup>

The RFQ indicates that FVAP wants to provide this solution with customizable requirements for each state, thereby to account for the particularities of states jurisdictional boundaries, absentee election laws and regulations, and systems integration requirements.

Moreover, Team Credence anticipates delivering a solution that can optionally be integrated with states' voter registration and election management systems depending on cost and delivery constraints and the States own specific requirements. For example, the wizard could automatically check that the voter is providing information that matches with that actually registered to in the states own voter registration management system even though this is marked as out of scope for this particular effort. This exchange of data can also ensure that a voter has been approved to receive a ballot by election officials and has not already returned a completed ballot.

Additionally, security features will be exploited in the electronic delivery process to make the forms read-only with ensured secure delivery and delivery notification options.

The forms will also support automated ballot tallying via physical scanning or states own data extraction software and tallying.

Leveraging of the preferred OASIS EML and VIP data formats will also be supported. Specifically, the use of VIP data will provide localized ballot information and street to voting district mapping.

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<sup>2</sup> Section 508 and Adobe forms reference: [http://www.adobe.com/products/acrobat/pdfs/instructor\\_forms\\_access.pdf](http://www.adobe.com/products/acrobat/pdfs/instructor_forms_access.pdf)

**2.5 FEDERAL VOTING ASSISTANCE PROGRAM (FVAP) COTS SOLUTION**

Team Credence is proposing a solution that leverages existing components, combined with customizations and software development, to deliver a comprehensive solution to FVAP.

**Hosted FVAP Solution - Cloud/Shared Services**

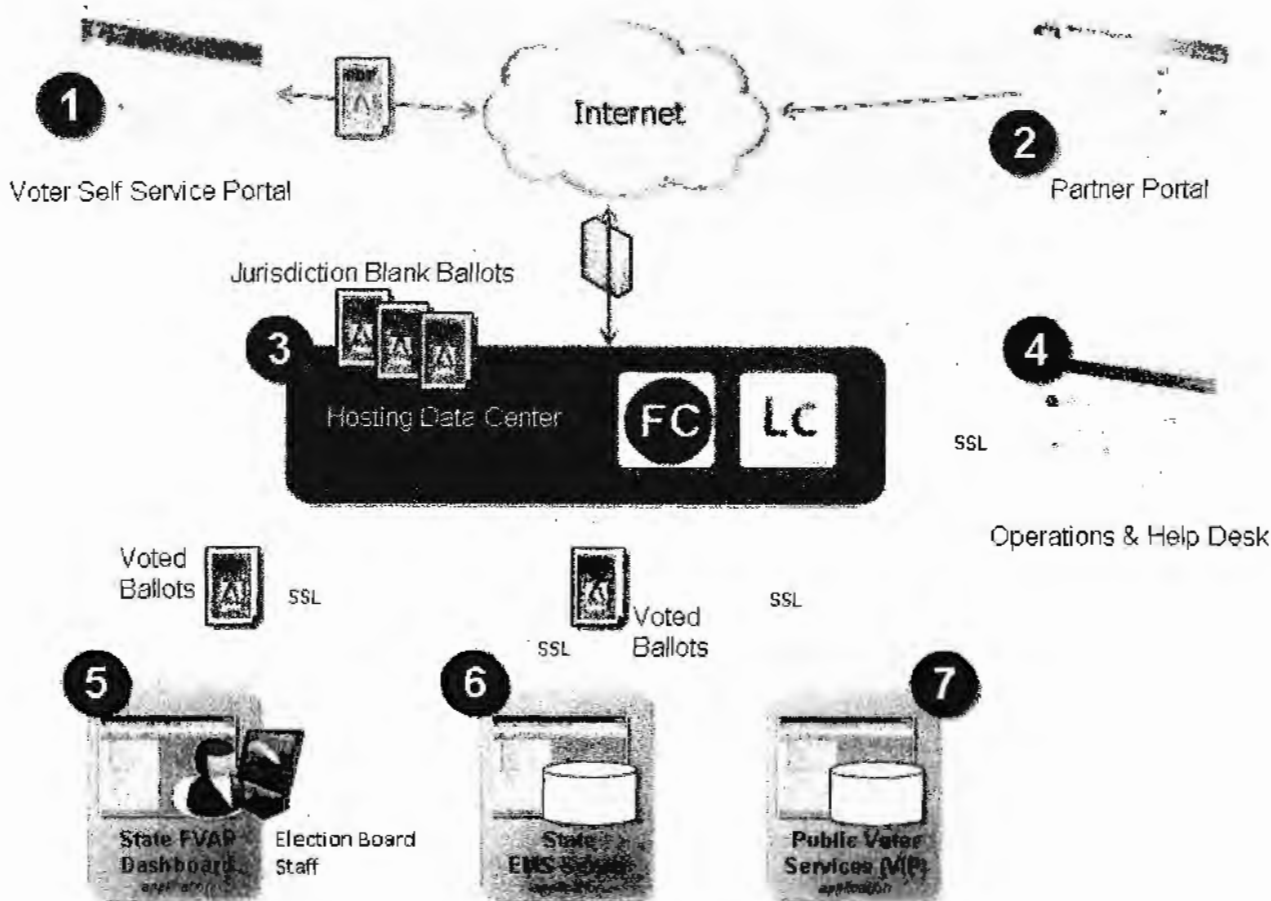


Figure 2 - FVAP service delivery solution using (b)(4) PDF™ forms

Credence believes that FVAP’s request can be effectively met with our recommended solution - hosted FVAP solution with cloud/shared services – that capitalizes on the best available solutions on the market and accounts for the challenges of states being able to integrate the receipt of data or forms as shown in Figure 2.

We now discuss each functional area illustrated in Figure 2:

1) Voter self-service portal - electronic ballot delivery

(b)(4)  
 (b)(4) The Wizard obtains the voters registration information and then this presents a jurisdiction specific ballot that can be completed electronically using Adobe PDF™ technology. By dynamically selecting a ballot driven

by available structured data and forms images provided by states the voters can receive a ballot that contains all races in the voters' specific registration jurisdiction. These ballots are rendered in an electronic PDF format for completion in the web interface, or simply printed and completed by hand. Additionally Adobe PDF™ and the associated Adobe Acrobat™ editing software can be used by election officials to produce ballots that are designed to state specifications and readable by electronic recording devices or printed and optically scanned. Currently, many states have laws and regulations that require election officials to provide such an electronic delivery of ballot. Additionally Team Credence is aware of states that have developed such simple processes to email PDF-based ballots to eligible voters that could be integrated into this FVAP hosted solution.

- 2) Partner portal sites can reference the FVAP Wizard system so that direct referrals can occur to the FVAP hosted solution.
- 3) (b)(4)  
(b)(4) The state jurisdiction specific blank ballot forms are deployed at the hosting service so they can be delivered to the requesting voter via internet. Secure socket layer (SSL) and authentication with digital certificates provides access management to the backend services to the states (5, 6, and 7) along with the help desk and operations support team (4).
- 4) Operations and Help Desk team provide support services to voters and states election boards through the contract required period to January, 2011.
- 5) Secure dashboard services are provided to the election board officials. These allow direct electronic delivery of voted ballots along with services to manage delivery, confirm delivery, and review statistics such as delivery attempts, completion attempts and successful ballots performed by end users.
- 6) Optional State EMS (Election Management System) and VRS (Voter Registration System) integration. (b)(4)  
(b)(4) Supported delivery channels include email and direct server-to-server secure delivery.
- 7) Optional public service site application integration – such as Voter Information Project (VIP).

For voter support services such as the solution that has been developed by the Pew Foundation and Google jointly and provides APIs (Automated Programmatic Interfaces) these can be optionally integrated as states require. Several states have worked with VIP to provide a solution that allows external systems to interface with the VIP system in query and response mode. Specifically there is support for development of “widgets” that can be deployed into web interface form components for end user voting applications that request mapping and address information from the VIP system and display the response results to the end user. This can be used to assist in selecting the correct jurisdiction specific blank ballot for the voter.

#### 8) Internet Cloud/Shared Services

Team Credence anticipates that while most states already have their own EMS and VRS solutions that within county level jurisdictions particularly this is not the case. The

option therefore exists to provide a limited set of services hosted by FVAP to allow these local election officials to manage their election related information including ballot definition, voter authentication and tracking, and district address boundary details. The benefit of this is that the cloud services will then integrate directly into FVAP solution without requiring state level data integration. (b)(4)

(b)(4)

(b)(4)

Next we consider the features and benefits of the Team Credence solution.

## 2.6 FEATURES AND BENEFITS OF PROPOSED SOLUTION

The Team Credence technical solution offers significant benefits and features including:

(b)(4)

(b)(4)

- ✓ Jurisdiction specific blank ballots configured as Adobe PDF forms
- ✓ Wide range of user friendly portal support tool options available for voters to enhance their user experience and ease of use
- ✓ Integration with preferred XML data formats of OASIS EML and VIP data services
- ✓ Proven hosted services with country-wide delivery experience and help-desk support
- ✓ Built-in security and authentication services to deliver secure solution



- ✓ Use of open public standard PDF forms technology allows ease of integration for States election boards
- ✓ Election system integration experience of supporting team subject matter experts (SMEs)
- ✓ Integrated dashboard services allow state election board officials to manage ballot delivery and review completion statistics
- ✓ Secure messaging interfaces allow states with Election Management Systems (EMS) to directly interface with the FVAP hosted system
- ✓ Next generation technology cloud hosting architecture allows significant adoption cost savings for states and counties

In addition Team Credence has identified possible enhancements that FVAP and States may consider beyond the base required functionality specified in the RFQ.

## **2.7 OPTIONAL ENHANCEMENTS**

Rather than states providing jurisdiction specific ballot forms manually, the PDF forms solution could be driven by metadata (form structure, state specific regulations) that produces a ballot form. This option will only be possible for states who have already invested in automation of their form definitions and details, and potentially using standard OASIS EML XML form definitions.

Optionally utilizing the existing structured data provided by the Voting Information Project (VIP) (<http://votinginfoproject.org>), this potential solution can properly geo-locate a voter based on either user provided data or driven from the states voter registration system, to locate a mailing address for local registrars and/or provide a secure data record to the state registration system for electronic processing.

Alternately, our proposed solution can be interfaced with other OSS platforms to provide data validation services only (such as on a central FVAP server, or at state locations) that can return such address and registrar data, in an XML structured format to any target front end voter registration system or systems.

Validating a voter's eligibility to cast an electronic ballot can be performed by integrating the absentee application process with the ballot preparation and delivery process. Additionally, by validating absentee ballot processing against data presented by a state's voter registration system, this process can reduce the instance of duplicate data entry and redundant ballot submission.

**3. DEMONSTRATION OF SOLUTION CAPABILITY**

**3.1 USE CASES**

The RFQ provided 3 scenarios for voters including a

- 1) Military voter in Texas, Bekar County;
- 2) Service dependent voter in Alaska; and
- 3) Civilian overseas voter in Germany from Fairfax County, Virginia.

To illustrate these three use cases we designed a Wizard interface that would step the user through the process of matching their demographic information to their jurisdiction specific ballot form by requesting a selection of details from them. Each scenario varies in how the determination of voting location and hence how voter absentee registration occurred. The current wizard replicates the absentee registration process by determining the type of voter, their situation and then their pertinent address details. Also in submitting their current address the scenarios vary in what the election authorities expect to see reported by the voter along with their ballot in order to confirm eligibility to vote.

The figure below illustrates the overall workflow steps in the process.

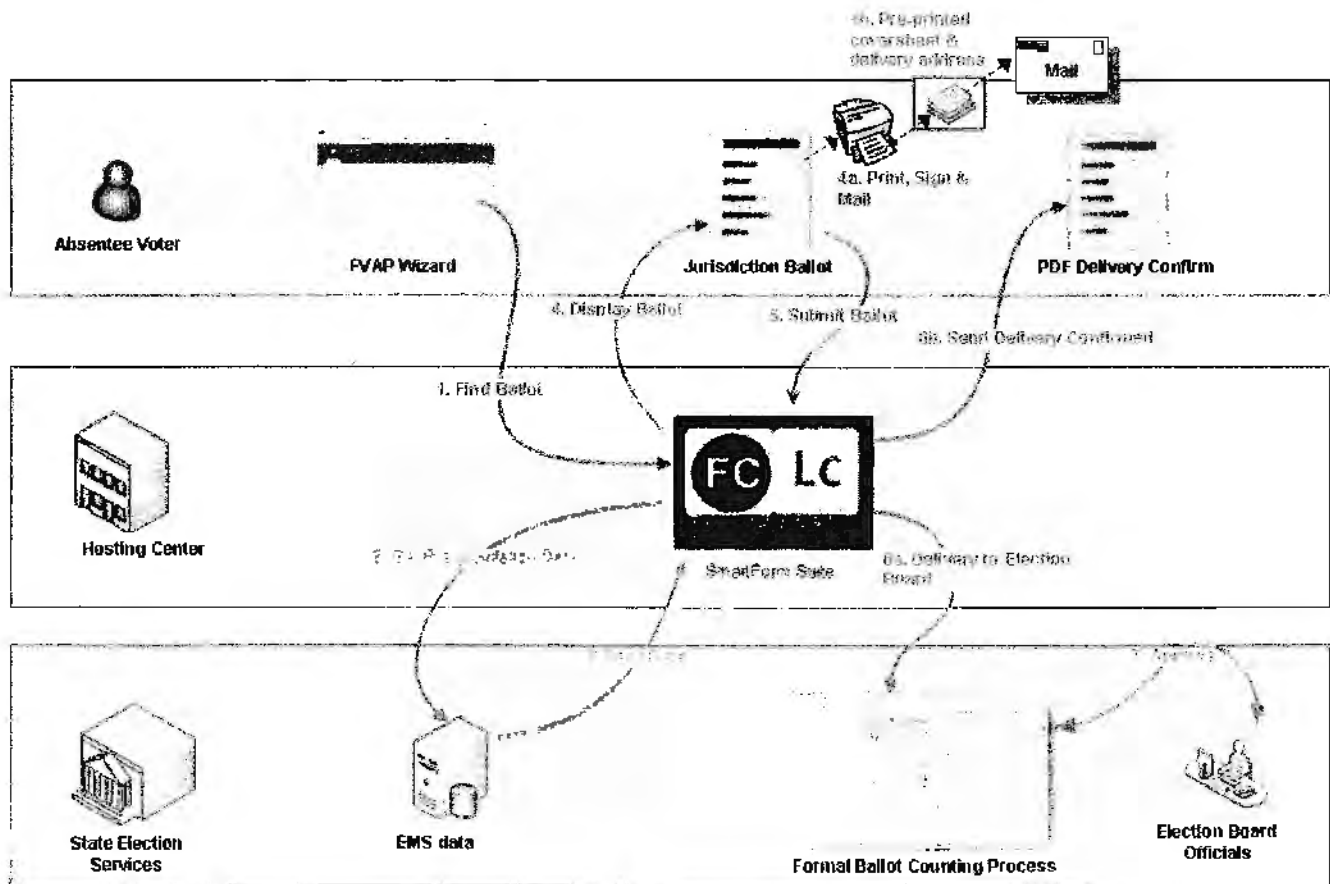


Figure 4 – FVAP Wizard Use Case Workflow Overview

It should be noted that the major assumption here is that the scenarios below are provided to *demonstrate the capabilities of the Wizard forms system rather than strict adherence to any actual State regulations*. Hence details, questions and sequence can all be customized to suit actual state process and legal requirements and the details presented here are illustrative rather than normative. Also no attempt is made to validate user entered information against actual state voter registration systems. Again this functionality will be dependent on actual state requirements and capabilities of state systems to support those.

The figure below shows the activities for the users in the ballot processing use case.

### Team Credence – UOCAVA Ballot Processing Use Case

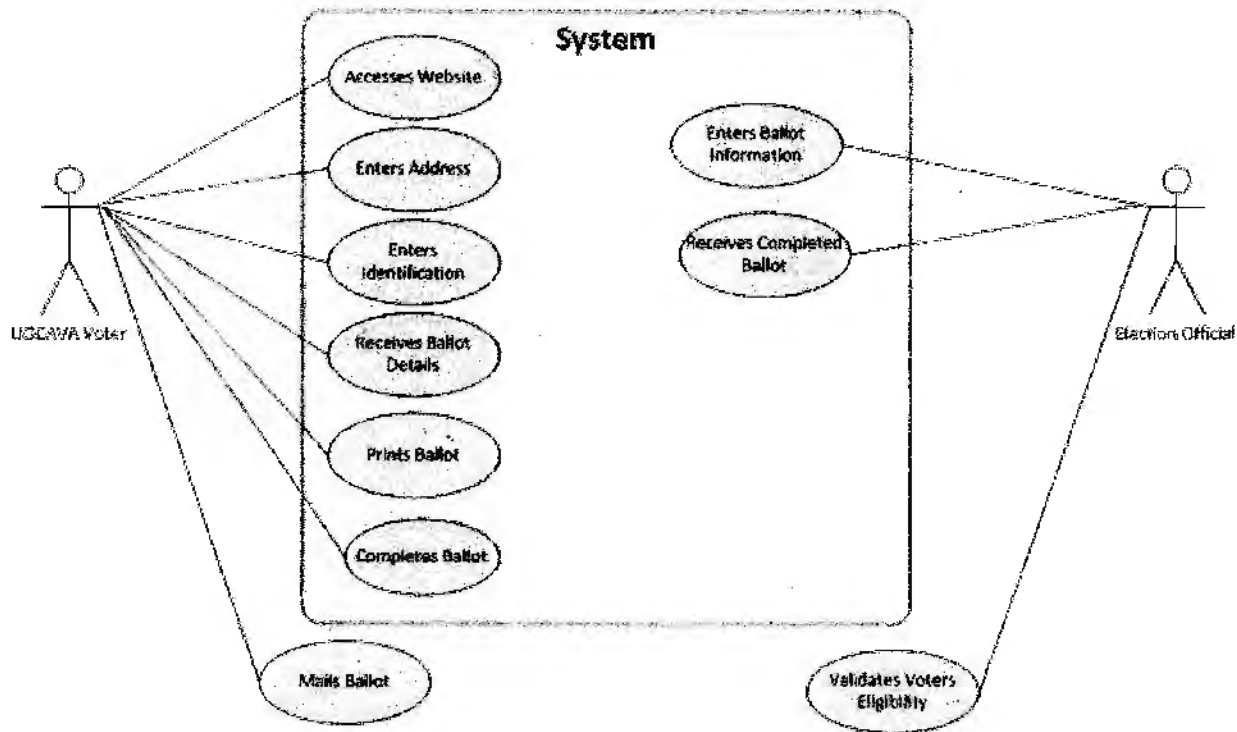


Figure 5 – UOCAVA Ballot Processing Use Case – Activity Diagram

From this overview of the activities the three scenarios have been developed to proceed as follows:

- 1) **Military voter in Texas, Bexar County –**
  - a) From the FVAP Wizard page, selects military voter in Texas;
  - b) Then system prompts for current address (military) and then domicile state back in USA (Texas);
  - c) Displays valid counties for Texas including Bexar on list of choices;
  - d) Then personal information and ID type and number are request as part of entitlement authentication; (note: by using a call to the online VIP widget the

wizard could directly match address to county jurisdiction for the voter, but this is not currently shown)

- e) State specific questions follow and these typically include party affiliation for primaries but may be something else, or no questions;
- f) The list of candidates for Texas is then shown, and write-in options;
- g) Wizard then inserts all this information in the correct places in the jurisdiction specific PDF form and opens the complete form for the voter to inspect;
- h) The printing instructions on the PDF page instructs the voter to review then complete and print locally their ballot for signing and mailing;
- i) This also prints the correct delivery coversheet page automatically completed with the correct state election board address details;
- j) If printing was not OK – voter can perform a re-print; after printing the user next proceeds to the electronic delivery;
- k) Selecting the SEND button will then create a read-only copy of the ballot, and then upload the PDF to the delivery server;
- l) System delivers electronic copy of users ballot;
- m) Delivery confirmation page displays with reminder to mail the printed ballot;
- n) Voting is now complete.

**2) Service dependent voter in Alaska**

The service dependent voter in Alaska the use case is essentially similar to 1), except in addition to their current address the Wizard requests their registered address for voting;

- a) Then identification information is requested that matches Alaska state resident valid entry requirements;
- b) The jurisdiction ballot shown is for the State of Alaska, rather than a county level ballot as with the Texas use case;
- c) The printing and delivery instructions and options are the same.

**3) Civilian overseas voter in Germany from Fairfax County, Virginia**

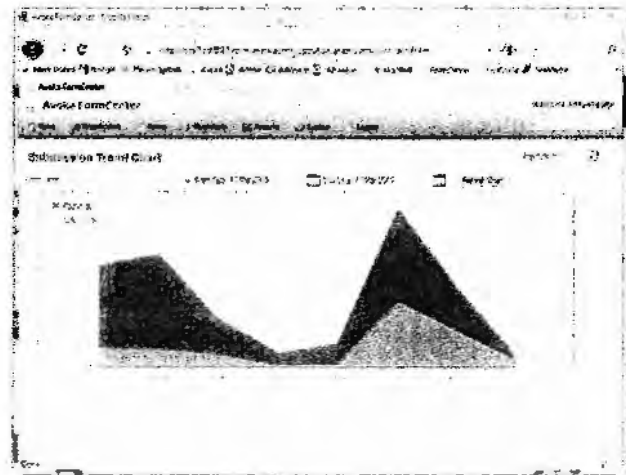
The civilian voter in Germany from Fairfax differs primarily in not being a military voter or dependent, and having registered directly in Fairfax County, but needing to provide the address in Germany to validate their absentee entitlement in line with Virginia's absentee rules. The jurisdiction level ballot for Fairfax is shown including local ballot issues for voters. There are differences in the legal requirements for Virginia however – so the complete interaction is provided here:

- a) From the FVAP Wizard page, selects absentee voter for Virginia;
- b) Then system prompts for current address (Germany) and then domicile state back in USA (Virginia);

- c) Displays valid counties for Virginia including Fairfax on list of choices;
- d) Then personal information and ID type and number are request as part of entitlement authentication;
- e) Virginia does not permit party affiliation for so no questions are presented here;
- f) Similarly in Virginia the list of candidates cannot be shown except on the official ballot, so the dialog proceeds directly to the ballot steps next;
- g) Wizard then inserts all this information in the correct places in the jurisdiction specific PDF form and opens the complete form for the voter to inspect;
- h) The printing instructions on the PDF page instructs the voter to review then complete and print locally their ballot for signing and mailing;
- i) This also prints the correct delivery coversheet page automatically completed with the correct state election board address details;
- j) If printing was not OK – voter can perform a re-print; after printing the user next proceeds to the electronic delivery;
- k) Selecting the SEND button will then create a read-only copy of the ballot, and then upload the PDF to the delivery server;
- l) System delivers electronic copy of users ballot;
- m) Delivery confirmation page displays with reminder to mail the printed ballot;
- n) Voting is now complete.

The use cases are completed by the ability for state election board staff being able to login to access their secure delivery dashboard portal menu system and review statistics of ballots voted, including statistics of trends and pie chart details of forms completed, incomplete and other system statistics.

The illustration to the right, is an example of the graphical view of the “Submission Trend Chart” in the dashboard portal, which measures ballot abandonment



By incorporating existing elections administration processes, the local elections officials will employ existing methodologies to ensure each UOCAVA voter has only one valid ballot cast and counted for each election cycle. Additionally the online system could check the address for verification, matching inaccurately entered residence address with the closest U.S. Postal Service address, and warning the user accordingly (note new addresses may not always be in address matching system).

**3.2 URL FOR FVAP TEST SCENARIOS**

The test site for the FVAP Portal and Ballots can be reached at the following link:

(b)(4)

In addition, we have created a secure FVAP Portal Administration Console for FVAP/Election Officials, to provide them with access to the FVAP operation metrics and charts.

The login details and test site for the Admin Console are provided below:

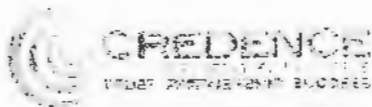
(b)(4)

(b)(4)

**3.3 FVAP DEMO TESTING INSTRUCTIONS**

The instructions for testing the 3 FVAP Demo Scenarios defined in the RFQ and the associated FVAP Portal and Ballots screenshots are provided in the next-page.

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#### 4. PAST PERFORMANCE REFERENCES

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(b)(4)

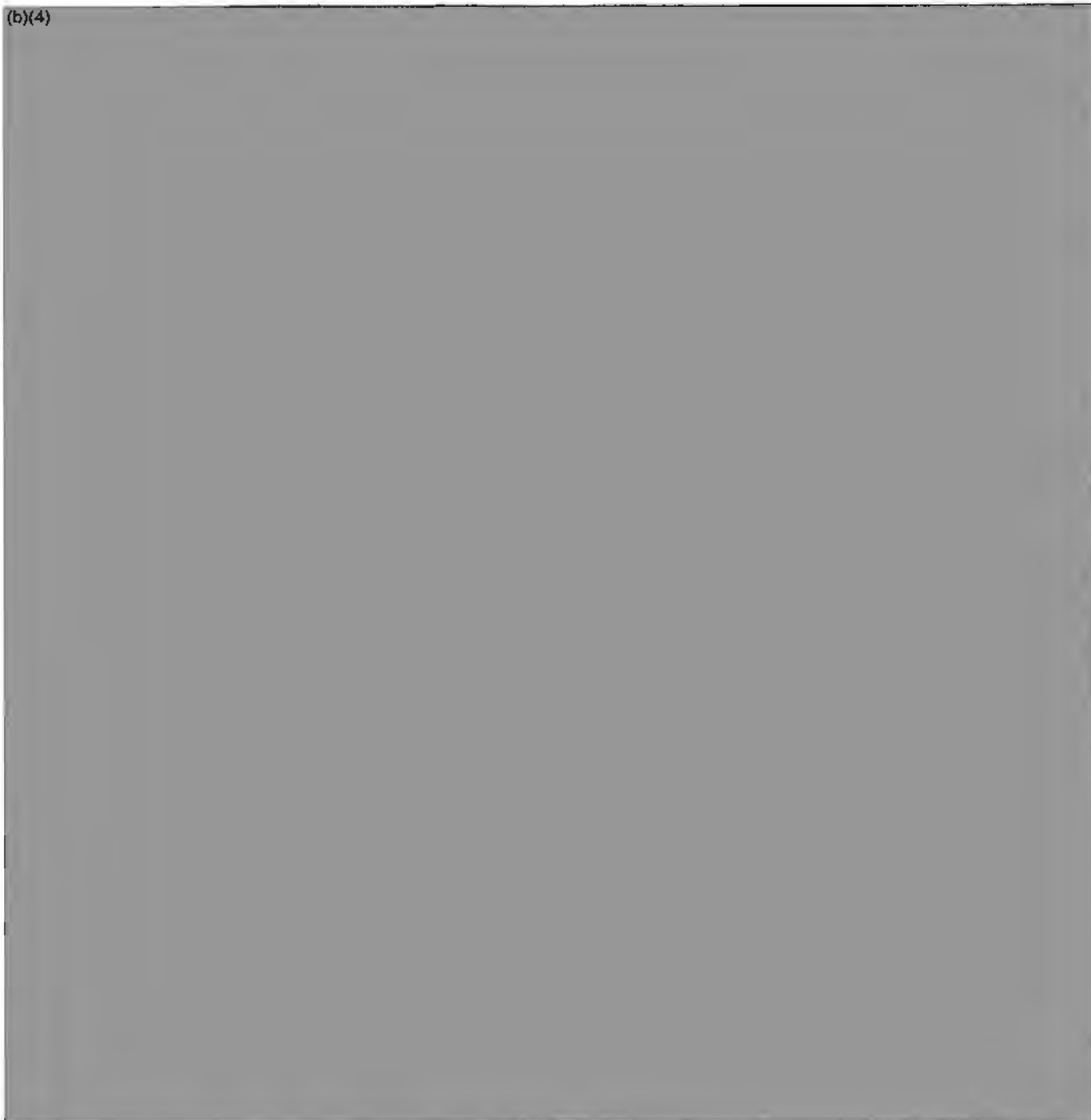
**4.2 PP REFERENCE #2: COMMONWEALTH OF VIRGINIA – STATE BOARD OF ELECTIONS**

Commonwealth of Virginia – State Board of Elections					
Work Performed By Credence Team Member: Mr. Paul E. Stenbjorn (EIS)					
<b>Contract #:</b>	MOA-SBE003	<b>Period of Performance:</b>	01/2010 – 03/2010	<b>Contract Value:</b>	\$ 170,000
<b>Technical Point Of Contact:</b>	(b)(4)				
<b>Contractual Point Of Contact:</b>	(b)(4)				
<b>Project Description:</b> Assist Virginia State Board of Elections in the administration of Help America Vote Act of 2002 (HAVA) related systems, database architecture and maintenance, information analytics, structured data feeds, application development.					
<b>Relevance to the FVAP COTS Support Services Requirements:</b> Election data and application development is of similar structure and customer expectations and customer service are identical to FVAP COTS support requirements.					

(b)(4)

(b)(4)	(b)(4)	
(b)(4)		

(b)(4)


**4.4 PP REFERENCE #4: CALIFORNIA STATE OFFICE OF STATISTICS (SoS)**

<b>California SoS – OASIS EML 530 Election Statistics Reporting System</b> <b>Work Performed By Credence Team Member: Mr. David Webber (Credence)</b>					
<b>Contract #:</b>	<i>Pro Bono</i>	<b>Period of Performance:</b>	2008	<b>Contract Value:</b>	- NA -
<b>Technical Point Of Contact:</b>	(b)(4)				

	<b>Telephone:</b> 916 213-0492
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**Project Description:**  
 Develop media reporting system for California State election results using XML. Selected OASIS EML 510 and 530 XML reporting formats. Solution delivered for 2008 and 2009 elections to principle media channels. Convert existing SQL database to output XML reporting format of county level voting data state wide. <http://www.sos.ca.gov/media/>

**Relevance to the FVAP COTS Support Services Requirements:**  
 Use of OASIS EML XML with State election management system data.  
<http://vote.nist.gov/cdf-workshop/oasis-webber-case-study.pdf>

#### 4.5 PP REFERENCE #5: MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA)

Maryland MVA – Customer Traffic Management COTS Support Services Work Performed By Credence Team Member: Credence Management Solutions LLC					
<b>Contract #:</b>	(b)(4)	<b>Period of Performance:</b>	04/2007 – 12/2009	<b>Contract Value:</b>	\$2,000,000 (Total) \$250,000 (Credence)
<b>Technical / Contractual Point Of Contact:</b>	(b)(4)				
<b>Project Description:</b>					
Credence Management Solutions, as a subcontract partner of (b)(4) supported the Commercial-Off-The-Shelf (COTS) implementation project – Customer Traffic Management System 2 (CTM2) Project Support Service, for Maryland Motor Vehicle Administration. The scope of the CTM2 implementation project is to develop, deploy, and maintain the Customer Traffic Management System in all 24 MVA Branch offices. Credence selected a COTS solution that utilizes a non-proprietary, open architecture to facilitate interconnections with other systems; perform requirements analysis; configure the COTS solution to provide workflow management, ticket issuance, and reporting; complete system design and documentation; plan, document and conduct integration, system and acceptance testing; and design and create training materials.					
<b>Relevance to the FVAP COTS Support Services Requirements:</b>					
This requirement to implement a web-based COTS solution for a State agency and provide the associated support services is identical to the FVAP COTS Support Services project. In this project, Credence provided the necessary contract administration and project management expertise, while partnering with an appropriate COTS solutions vendor to implement the technical solution—which is similar to the teaming arrangement being proposed for the FVA COTS project.					

**4.6 ADDITIONAL REFERENCES: STATE AND LOCAL GOVERNMENT – ADOBE LIVECYCLE**

Sample State and Local Government Agencies where the Adobe LiveCycle ES Platform (the technology behind our FVAP COTS solutions) has been successfully implemented includes:

- Iowa Department of Transportation (DOT)
- Arkansas Department of Finance and Administration (DFA)
- Texas Health and Human Services (HHSC)
- Texas Office of the Attorney General (OAG)
- Texas Department of Transportation (DOT)
- Louisiana Department of Social Services (DSS)
- Oklahoma Department of Public Safety (DPS)
- Illinois Department of Human Services (DHS)
- Wisconsin Department of Revenue (DOR)
- State of Illinois, Kane County
- State of Texas, City of San Antonio

**EXAMPLE OF BENEFITS DERIVED FROM ADOBE LIVECYCLE SOLUTIONS**

- ✓ WA DOR – Increased online adoption by 11%
- ✓ OH DOT – Accelerated deployment to under 8 weeks
- ✓ IL DHS – 1.5 hours less processing time per case

*"We want Wisconsin taxpayers to receive their refunds as quickly as possible and to have access to free tax filing and self-service tools. Never has it been more important for us to seek efficiencies in tax processing, to introduce better e-file options and to provide taxpayers the assistance they need to file."*

**- Roger M. Ervin, Revenue Secretary, Wisconsin Department of Revenue**

**4.7 ADDITIONAL REFERENCES: US DEPARTMENT OF DEFENSE – ADOBE LIVECYCLE**

The United States Department of Defense's (DoD) Forms Management Program has licensed Adobe Acrobat Professional and Adobe LiveCycle software solution to help automate processes and streamline operations by providing fillable forms to all DoD entities, including the Army, Navy, Air Force, Marines, Coast Guard and Joint Chiefs of Staff, as well as the Office of the Secretary of Defense and Defense Agencies.

The DoD Forms Management Program provides nearly 1,000 electronic PDF forms across the military, ranging from officer commissions to facilities, medical claims, purchasing and accounts payable. DoD constituents are able to electronically fill, save, digitally sign and submit Department of Defense (DD) and Secretary of Defense (SD) forms electronically using the free Adobe Reader that is present on every desktop. By applying a digital signature with their Common Access Card (CAC), DoD users are able to save time and minimize the need for hard copies.

*"By leveraging the free Adobe Reader that already exists on DoD desktops, we aren't forcing our users to download additional software. Additionally, our DD and SD forms become more portable and user friendly in field environments. The Adobe LiveCycle solution will provide an efficient and cost-savings addition to the DoD Forms Program."*

**- Robert Cushing, Program Manager for the DoD Forms Management Office**

5. REPRESENTATIONS AND CERTIFICATIONS



**Certification for: CREDECE MANAGEMENT SOLUTIONS LLC**  
**DUNS: 805875718**  
**Certification Validity:**  
**From: 02/15/2010 11:14:48 PM (EST)**  
**To: 02/15/2011 11:14:48 PM (EST)**

By submitting this certification, I, **Sid Chowdhary**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **CREDECE MANAGEMENT SOLUTIONS LLC** in any of the above representations or certifications to the Government.

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)**

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.



**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.223-1 Biobased Product Certification (Dec 2007)**

- (a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)**

- (a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended
- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**(End of Provision)**

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.227-6 Royalty Information (Apr 1984)**

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties

- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

#### **Alternate I (Apr 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

#### **(End of Provision)**

#### **52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer;, or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Siddhartha Chowdhary, President & CEO**
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(End of Provision)

### 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
  - Offeror is an agency or instrumentality of a foreign government; ,
  - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Limited Liability Company

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A  
TIN: TIN not on File with ORCA

(End of Provision)

### 52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of Provision)

**52.209-5 Certification Regarding Responsibility Matters (Dec 2008)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are  Are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (C) Are  Are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (D) Have  Have not , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Aug 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1)\* Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	Yes
541512	COMPUTER SYSTEMS DESIGN SERVICES	Yes
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	Yes



541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	Yes
541618	OTHER MANAGEMENT CONSULTING SERVICES	Yes
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	Yes

(2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

(3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

(4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5)\* Women-owned small business concern. The offeror represents that it  is,  is not a women-owned small business concern.



NAICS:	Description:	Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:
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- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

(i) The offeror represents as part of its offer that it  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

- standard stated in the solicitation is expressed in terms of number of employees, or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).(Check one of the following):

Number of Employees Average Annual Gross Revenues

- |                                                 |                                                             |
|-------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less                |
| <input type="checkbox"/> 51-100                 | <input checked="" type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250                | <input type="checkbox"/> \$2,000,001-\$3.5 million          |
| <input type="checkbox"/> 251-500                | <input type="checkbox"/> \$3,500,001-\$5 million            |
| <input type="checkbox"/> 501-750                | <input type="checkbox"/> \$5,000,001-\$10 million           |
| <input type="checkbox"/> 751-1,000              | <input type="checkbox"/> \$10,000,001-\$17 million          |
| <input type="checkbox"/> Over 1,000             | <input type="checkbox"/> Over \$17 million                  |

- (9) (i) General. The offeror represents that either-

(A)  is  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ].

- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It  is It  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is It  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-

(i) It  has It  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has It  has not filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that-

(i) It  has developed and has on file, It  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for

with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
- (2) Foreign End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
|--------------|--------------------|
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
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- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Description:	Country of Origin:
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- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end

**Description:**

**Country of Origin:**

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
  - (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

**Other End Products:**

**Description:**

**Country of Origin:**

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
- (1)  Are,  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
  - (2)  Have,  Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
  - (3)  Are,  Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
  - (4)  Have,  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
    - (i) Taxes are considered delinquent if both of the following criteria apply:
      - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - (ii) Examples:
      - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
      - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.
      - (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
      - (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code)

Contracting Officer must use in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

<b>FSC Code:</b>	<b>Place of Manufacture:</b>
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(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does,  does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees

that \_\_\_\_

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
  - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_\_
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
  - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN)*.
- TIN on file with CCR.
  - TIN has been applied for.
  - TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
  - Offeror is an agency or instrumentality of a foreign government; ,
  - Offeror is an agency or instrumentality of the Federal Government.
- (4) *Type of organization.*
- sole proprietorship;
  - Partnership;
  - Corporate entity (not tax-exempt);
  - Corporate entity (tax-exempt);
  - Government entity (Federal, State, or local);
  - Foreign government;
  - International organization per 26 CFR 1.6049-4;
  - **Limited Liability Company**
- (5) *Common parent.*
- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - Name: N/A  
TIN: **TIN not on File with ORCA**

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror



Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

**52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

<b>Address of Place of Performance (Street, Address, City, County, State, Zip Code):</b>	<b>Owner/Operator: Owner Address (Street, Address, City, County, State, Zip Code):</b>
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(End of Provision)

**52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends  does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for



Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

<b>Address of Place of Performance (Street, Address, City, County, State, Zip Code):</b>	<b>Owner/Operator: Owner Address (Street, Address, City, County, State, Zip Code):</b>
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(End of Provision)

**52.219-1 Small Business Program Representations (May 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it  is,  is not a small business concern (see below).

\*\*

NAICS:	Description:	Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	Yes
541512	COMPUTER SYSTEMS DESIGN SERVICES	Yes
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	Yes
541519	OTHER COMPUTER RELATED SERVICES	Yes
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	Yes
541618	OTHER MANAGEMENT CONSULTING SERVICES	Yes
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	Yes

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING	No

**TECHNICAL SERVICES**

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

<b>NAICS:</b>	<b>Description:</b>	<b>Veteran-Owned Small Business Concern (Yes/No):</b>
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(See Below)

<b>NAICS:</b>	<b>Description:</b>	<b>Service-Disabled Veteran-Owned Small Business Concern (Yes/No):</b>
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

*\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

*\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name " along with the Small Business Administration size standard for each NAICS code.*

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **Alternate I (Apr 2002)**

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

**52.219-2 Equal Low Bids (Oct 1995)**

- (a) This provision applies to small business concerns only
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:
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- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

**52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)**

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	No

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees      Average Annual Gross Revenues

50 or fewer       \$1 million or less

- |                                        |                                                       |
|----------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> __ 101-250    | <input type="checkbox"/> __ \$2,000,001-\$3.5 million |
| <input type="checkbox"/> __ 251-500    | <input type="checkbox"/> __ \$3,500,001-\$5 million   |
| <input type="checkbox"/> __ 501-750    | <input type="checkbox"/> __ \$5,000,001-\$10 million  |
| <input type="checkbox"/> __ 751-1,000  | <input type="checkbox"/> __ \$10,000,001-\$17 million |
| <input type="checkbox"/> __ Over 1,000 | <input type="checkbox"/> __ Over \$17 million         |

(End of Provision)

**52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenues

- |                                                    |                                                                |
|----------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> __ 50 or fewer | <input type="checkbox"/> __ \$1 million or less                |
| <input type="checkbox"/> __ 51-100                 | <input checked="" type="checkbox"/> __ \$1,000,001-\$2 million |
| <input type="checkbox"/> __ 101-250                | <input type="checkbox"/> __ \$2,000,001-\$3.5 million          |
| <input type="checkbox"/> __ 251-500                | <input type="checkbox"/> __ \$3,500,001-\$5 million            |
| <input type="checkbox"/> __ 501-750                | <input type="checkbox"/> __ \$5,000,001-\$10 million           |
| <input type="checkbox"/> __ 751-1,000              | <input type="checkbox"/> __ \$10,000,001-\$17 million          |
| <input type="checkbox"/> __ Over 1,000             | <input type="checkbox"/> __ Over \$17 million                  |

(End of Provision)

**52.219-22 Small Disadvantaged Business Status (Oct 1999)**

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-
- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2)  For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-
- (1) Be punished by imposition of a fine, imprisonment, or both;

Alternate I (Oct 1998)

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address is is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) It has It has not participated in a previous contract or subcontract subject the Equal Opportunity clause

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

#### **52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

#### **52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)**

- (a) The offeror shall check the following certification:

Certification

The offeror  does  does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
  - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
    - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
    - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
  - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.



**52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification. (Nov 2007)**

(a) The offeror shall check the following certification:

**Certification**

The offeror  does  does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
  - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

CREDENCE MANAGEMENT SOLUTIONS LLC certifies compliance with 52.223-4

**(End of Provision)**

**52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items**

**Alternate I (May 2008)**

(D) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

### Certification

I, Sid Chowdhary, President and CEO (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Sid Chowdhary

[Typed Name of the Officer or Employee]

President and CEO

[Title]

CRENDENCE MANAGEMENT SOLUTIONS LLC

[Name of Company, Firm, or Organization]

02/15/2010 11:14:48 PM

[Date]

(End of Provision)

### 52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
    - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
    - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
      - (A) Major group code 10 (except 1011, 1081, and 1094.
      - (B) Major group code 12 (except 1241).
      - (C) Major group codes 20 through 39.
      - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
      - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
    - (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

### 52.225-2 Buy American Act Certificate (Feb 2009)

domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Description:	Country of Origin:
--------------	--------------------

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

**52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
--------------	--------------------

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
--------------	--------------------

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**Alternate I (Jan 2004)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:
--------------	--------------------

**Alternate II (Jan 2004)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:
--------------	--------------------

(End of Provision)

**52.225-6 Trade Agreements Certificate (Jan 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:	Country of Origin:
--------------	--------------------

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

**52.225-18 Place of Manufacture. (Sept 2006)**

(a) Definitions. As used in this clause-

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

<b>FSC Code:</b>	<b>Place of Manufacture:</b>
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(End of Clause)

**52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

- is  is not a historically black college or university;
- is  is not a minority institution.

(End of Provision)

at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—
- (1)  None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or
  - (2)  Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**(End of Provision)**

# RFQ Response

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HQ0566-10-Q-0018

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3/30/2010

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## Technical Response

### Introduction

Everyone Counts, Inc. is pleased to respond to the Request for Quotation (RFQ), HQ0566-10-Q-0018, released by the Business Transformation Agency (BTA) for the Federal Voter Assistance Program (FVAP) on March 16, 2010. In our response you will clearly see demonstrated our ability to fully satisfy all of the requirements identified in the RFQ. Additionally, it will be evident by our past performance that our work is of the highest quality and our level of service exceeds even the highest standards.

The RFQ identifies the ***“purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed services personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk.”*** Everyone Counts is fully able to satisfy these requirements as we have enabled voters around the world to participate in their own local elections since 2003. Voters on all seven continents have securely, privately, independently and reliably marked and cast their unique, local ballots in conformance with the laws governing their voting.

The solution we offer is quite simple and straightforward. We take the election files that are created for the precinct specific absentee ballot and upload them onto a secure server. The UOCAVA voter is provided secure and private access to his or her unique ballot through whatever authentication process is authorized by the State or local election jurisdiction. The voter, once accessing their unique ballot, is provided a 508 compliant application and may securely mark their choices conforming to the requirements of HAVA. Once satisfied with their choices, the voter then prints their ballot and returns their marked ballot, as directed by the State or local election jurisdiction, to be counted.

Because of our rich election heritage we understand that even the largest election is really executed locally. As a function of this key understanding both our technology and election processes are based on elections being built from the perspective of the local jurisdiction. This enables us to build and implement quickly as well as scale from a few hundred to millions of voters. This has tremendous practical application as there is great diversity among election jurisdictions even within a given State. For instance though all jurisdictions follow the same State law, they implement it differently often even using different election system providers. In a State like Texas this means there is not a single election to build and support but 254 elections to build and support. Our technology and election processes make this daunting requirement manageable and feasible.

As you read through our response to this RFQ you will be able to determine that the solutions we are offering may be adapted to the variety of election jurisdictions that exist within the 56 States and territories. This flexibility is not an add-on to our technology rather it is the result of the fact that Everyone Counts is a company that was brought into existence to meet the needs of voters. Our references will demonstrate that we particularly meet the needs of those in the military and living overseas. Our RFQ response is solidly based on our years of election experience and intentional engineering to build voting solutions that are secure, can scale, and can be adapted to the specific requirements and culture of the local jurisdiction while conforming to the overarching laws and regulations governing the election.

We look forward to working with you, with the US States, territories and local jurisdictions to ensure that all citizens of the 56 States and territories are able to cast their ballot timely, securely and independently using their unique local ballot.

*Ballot Delivery and Ballot Marking Wizard*

**elect Overview**

Driving the multiple election solutions delivered by Everyone Counts is the eElect platform. These are internet based services built incorporating the standard LAMP (Linux, Apache, MySQL and Perl) platform with the standard Java and Asterisk platforms.

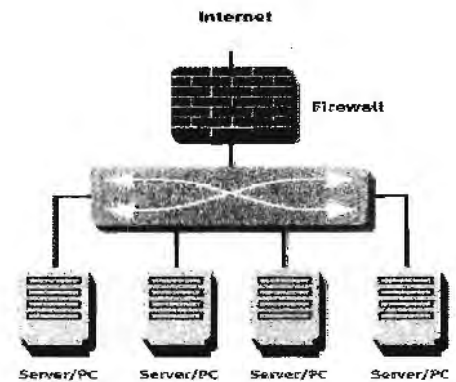


The elections we have conducted are delivered using the “software as a service” (SAAS) model. The solutions deployed utilize a 3-tier design: client, application server, and database server. Using this 3 tier design enables the user interface to be customizable to any election environment. This provides a powerful capability ensuring the highest level of security to protect the privacy and integrity of the vote and reliable transparent results.

**Security**

While ease of use and accessibility by the voter are important, all of that becomes irrelevant if the vote cast is not secure and is susceptible to manipulation, either intentional or accidental. For democracy to work, a voter must be confident that their vote cast is private and reliably counted. The elections delivered by Everyone Counts are conducted using the eElect platform. Security is a central focus; ballots are encrypted using state-of-the art, military grade technologies including RSA with a 2048-bit key.

The entire process of an election must be governed by the concerns of security and attention must be directed to ensure that nothing in the process compromises the ability of the voter to cast his or her ballot. The eElect platform has been constructed to maximize the secure storage of all election data and access to the appropriate ballot by the voter. The laws and administrative rules governing how a voter accesses and returns their ballot differ among States and local jurisdictions. Yet the principle of ensuring that the voter sees only his or her unique ballot and that others are prevented from either intentionally or accidentally interfering with his or her ability to access their ballot is central to all election jurisdiction – and therefore, to the architecture of the eElect platform. We have conducted elections ranging from the voter being able to access his or her unique ballot by merely identifying the ballot style (precinct) they are entitled to, to having the voter go through multiple layers of security to authenticate who they are and what ballot they are entitled to mark. What drives the level of security to be imposed are the dictates of the local election official and the laws to which they must conform. Our solution does not dictate what must occur. Rather our solution conforms to the direction and requirements of the election administrator.



Everyone Counts systems and processes protect the integrity of the ballot during every step of the election. Our servers use a state of the art Cisco firewall. Client services are hosted under VMware ESX as tightly controlled virtual machines. The voting engine used – to authenticate and/or find voters based on address, and present them their choices over the internet are – maintained as a unique virtual machine for each jurisdiction. An intrusion detection system monitors access to the system and blocks suspect access.

The voting session uses SSL technology from the time the voter logs into the application until after the ballot has been confirmed/printed. We are currently using Thawte as our certification authority. We not only offer 128-bit encryption, but on current browsers, AES-256 bit is used.

We keep all systems locked down with only ports in use open. Our virtual machines are hosted by up-to-date versions of VMware ESX. The guest operating system is a current version of CentOS Linux with all patches; this ensures that confidential data is handled only over secure lines including SSL/TLS and VPN connections.

Additionally, in order to protect against SQL injection and other attacks, business logic formats all database requests. The database is not exposed to the Internet

#### *Database Server*

The database server is the foundation to the three tier architecture. The data store used by the eLect Platform is a sql based database. In the database server all critical pieces of information are securely stored and kept separate. This includes the ballot style information based on address, and if the jurisdiction so chooses authentication information. In a separate section of the database – also encrypted – the various election instructions and ballot style information are stored. This information is created using Everyone Counts proprietary authoring tool.

### **eLect Capabilities**

The eLect Platform is best understood not as a static solution but as a collection of capabilities that can be implemented in accordance with the requirements of a given local jurisdiction or the demands of a specific law or administrative rule. What follows is a list of capabilities that are inherent in the technology that we will provide through the BPA enacted through this RFQ.

#### *Ballot Creation*

One of the time consuming tasks facing all election administrators is the creation of the ballot. It is imperative that the ballot be 100% accurate. For many election officials, this means every time a new technology is introduced the election administrator has to essentially create another election. Our solution utilizes the files the election administrator creates for their precinct specific absentee ballots. As such, the files only need to be created and reviewed once. Some of the specific unique capabilities inherent in our solution are:

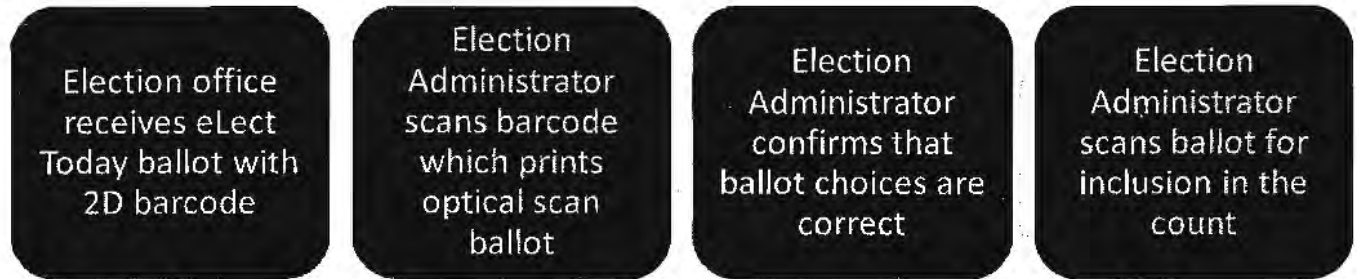
- **Flexible voter import**—the ability to read data files in the format normally exported by the State or local jurisdiction's voter registration software (VR), whether in-house, custom, or vendor-specific.
- **Flexible ballot import**—the ability to read data files in the format normally exported by the local jurisdiction's election management software (EMS), whether in-house, custom, or vendor-specific.
- **PDF Scraping**—the ability to read and reuse ballots output from the from the local jurisdiction's EMS in Adobe or other PDF file formats.

#### *Ballot Return*

Though the focus of this RFQ is to provide the UOCAVA voter with an on-line ballot delivery and ballot marking wizard our eLect solution also provides enhancements that will positively impact the processing of the ballot by the local election jurisdiction. These include but are not limited to:

- **Multiple return options**—though returning ballots by mail (postal, UPS, FedEx) is very common, increasingly a number of States have enacted legislation that allows for ballots to be returned by other means including for example, facsimile (FAX) and email.
- **Local and remote printing option**—several jurisdictions have the ability due to recently enacted legislation, to have the ballot returned electronically and printed at the local election office as well as being printed in the field.

- **Processing facilitation**—encoding the ballot and the other required documents (e.g. affidavit) with information that will facilitate processing is standard. We fully and securely support this capability.
- **Automated remaking (eLect Transcribing)**—one of the challenges the local jurisdiction faces when receiving a paper ballot from a UOCAVA voter is processing the ballot. Most of these ballots must be remade by official election staff to be officially counted. A unique and proprietary capability of the eLect technology platform is to securely encode voter choices in a 2D bar code on the voter's ballot. The ballot then when received by the local jurisdiction is read using the 2D bar code and a new ballot – able to be read by their existing election equipment – is created.



- **Assistance Returning the Ballot**—in addition to providing the ability for the voter to print out his or her ballot to be returned our solution also enables the local jurisdiction to:
  - Provide specific and unique instructions as to how and where the voter is to return their ballot.
  - Provide the voter with instructions to create the required privacy/secretcy envelope.
  - Print out any affidavit or oath pages, providing the voter with the option to electronically include their name and address or other requested information or fill them in manually once printed.

### ***Ballot Marking***

- **508 Compliant**—our solutions have been designed to be and are compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended. We regularly engage disability groups in the community to learn how to better serve these voters and remain compliant with new legislation and standards as enacted or established.
- **HAVA Compliant**—our solutions fully support the requirements of HAVA specifically as they pertain to voter interaction with the ballot. Our solutions limit over voting (unless explicitly allowed), inform the voter if they are under voting, provide a summary of choices, and allow the voter the ability to go back and make changes before finalizing their voting choices.
- **Mismark prevention**—if a voter attempts to mark a ballot in a manner inconsistent with the local jurisdiction's voting rules, the system prevents the mismarking.
- **Vote clearing**—for those jurisdictions using a paper return, the voter's choices are not stored on any computer after the voting session ends.

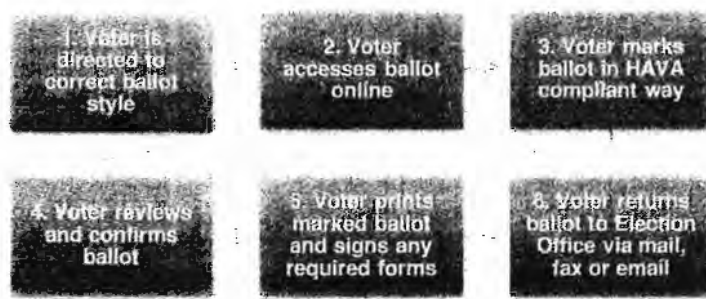
### ***General Features***

The eLect technology being provided through this RFQ has many inherent characteristics and capabilities designed to improve the quality of the election experience by the voter, to make easier the more difficult election administration tasks and to enhance the overall confidence and trust in the election. Included are:

- **Open Code Advantage**—Everyone Counts firmly believes that all elections should be transparent. Establishing trust in election systems is supremely important to voters’ confidence. To this end, Everyone Counts allows for our software code to be audited by third parties to ensure that the code does exactly and only what it is intended to do. Everyone Counts has set a new standard for transparency and openness in election systems.
- **Multiple language support**—Everyone Counts supports multiple language elections, either on the same ballot or with a language selection page for cases where many languages need to be provided. Our support is not limited to right-to-left languages or UTF-8 languages.
- **Military grade encryption**—for jurisdictions choosing to accept votes electronically (not necessarily at FVAP expense), the solution is compatible with a digital ballot box that stores each voted ballot independently encrypted on the server. This increases security that even an inside attacker with cryptographic skills would be unable to read or modify the stored votes.
- **Flexible hosting**—we deploy our elections on virtual machines which allows us to offer flexibility in our hosting solutions to ensure we meet the needs of each jurisdiction. Virtual machine (VM) is a software implementation of a machine that executes programs with the same security and privacy of a physical machine. Everyone Counts is able to locate a pre-tested VM on almost any hardware, making installation simple and eliminating the need to be onsite. Because of this, Jurisdictions can be offered the choice of having the servers hosted in our secure facility in San Diego, California, or in their own facility. No matter which option a jurisdiction chooses, at no time does any information leave U.S. soil. All elections are created, deployed and secured right here in the USA.

- **Straight ticket voting**—many jurisdictions offer Straight Ticket Voting as an option to voters. The definition of this varies from state to state. eElect takes the jurisdiction rules and imbeds them into the software, thereby ensuring the voter has the option of voting this way when the law requires. Additionally, there may be races which do not apply to Straight Ticket Voting and the software presents the voter with the appropriate option.

- **Ballot locator**—accessing the correct ballot style is the first step in successfully voting in an election. We offer three ways to accomplish this. (1) The Address Ballot Finder allows the voter to enter in a few key pieces of information from their address. Using a street database, we are able to locate which precinct the voter is in and identify the proper ballot style. (2) An alternative method of accessing the ballot would be to reference information provided by the voter on the eElect login screen with a jurisdictions’ voter registration system. This method could require information such as the last four digits of a social security number or a date of birth to access the ballot. (3) Finally, the above method may be used in combination with a PIN, which is securely issued to the voter. So for example, a voter may need to enter in his PIN with his DOB and SSN to successfully access his ballot.



- **Instant Runoff Voting (IRV)**- Everyone Counts supports this method of voting. We are also able to guide the voter through the ballot by auto-numbering their selections as indicated by the voter’s mouse click. These rules are embedded in the software to prevent the voter from inadvertently numbering their choices incorrectly.
- **Multiple elections**—the eElect system is not confined to use only during general elections. The license grant that will be provided under this RFQ will be perpetual. Additionally, our software is able to accommodate those



election specific rules associated with voting in primaries or special election. For example, in California, a voter is only allowed to vote in one party's primary. eLect can enforce this rule.

- **Help desk**—Everyone Counts is able to provide help desk assistance directly to election office and to the voter. We are able to provide support to the voter through election office or directly to the voter. Additionally we construct our elections with many built-in help features including an election specific tutorial, an election specific FAQ, and context specific assistance embedded throughout the election. The help desk support will be provided in conformance with the requirements of the RFQ:
  - Beginning August 19, 2010 through October 1, 2010 we will provide support from 9am to 6pm (Eastern Time).
  - Beginning October 2, 2010 through November 16, 2010 we will provide support 24/7.
  - Beginning November 17, 2010 through January 31, 2011 we will provide support from 9am to 6pm (Eastern Time).
- **Statistics**—a great many valuable statistics are readily available to the election administrator and can be easily made available to FVAP. These include but are not limited to:
  - System Usage by jurisdiction
  - Ballots Attempted
  - Ballots Completed
  - User location, if available
  - Dates of access and completion

## **Everyone Counts**

100% U.S. owned and based in San Diego, California, Everyone Counts is uniquely positioned to ensure that FVAP's goals can successfully combine America's oldest values with its newest technologies. Our primary mission is to ensure accessibly, participation, security and trust in elections. Since 1996, the company's core and primary business has been to provide innovative technology solutions in public and private elections through eLect™, Everyone Counts proprietary family of secure and transparent voting solutions. Our clients have included governments, political parties, labor unions, associations, schools and universities, and private companies. With local elections expertise on six continents and the highest integrity end-to-end web based voting solution in the world, Everyone Counts' elections are accessible, accurate, secure, auditable and completely transparent.

### **Leadership**

Everyone Counts has built a very strong team of professionals who are the best at what they do. Our experience in this innovative area of voting is second to none, and our track record speaks for itself.

- **Lori J. Steele** – Chief Executive Officer – brings more than 20 years of sound investment management and corporate finance experience to Everyone Counts. In addition, Steele has detailed experience in promoting fair elections and improving voting methods and technologies across the globe. She has built a strong team and led her company to deliver a number of firsts that have enabled innovative voting channels to empower voters, particularly those with access issues and those whose participation rates are low. Steele has participated in the World Forum on e-Democracy in Paris, France, was a panelist at the United Nation's ITU (International Telecommunications Union) World Forum on Technology and Telecommunications in Geneva, Switzerland, and at an international e-democracy forum in Budapest in 2006. She is a member of the Centre of Excellence's International Advisory Council. Steele served as an adviser and City Council appointee to San Diego's Elections Task Force. San Diego is America's seventh-largest city.

Steele and her team have participated in the development of technical standards for internet voting and elections in the U.S., the U.K. and Australia. She has been an invited participant at forums held by the U.S. Election Assistance Commission, the U.S.-based National Association for Secretaries of State (NASS) and the National Association of State Election Directors (NASSED), who work to ensure transparent, secure and accessible elections in the public sector.

- **Paul DeGregorio – Chief Elections Officer** – has served in significant policy-making, management, assessment, and training positions for several prominent institutions. In 2006 he served as Chairman of the United States Election Assistance Commission (EAC). As the USA's chief election official, DeGregorio focused on implementing the Help America Vote Act (HAVA) and fostering higher standards for electronic voting, best practices for election officials, and encouraging the use of new technology to serve voters, particularly voters with special needs. While serving as a commissioner of the EAC from 2003-2007, DeGregorio helped to distribute and oversee over \$3 billion dollars in federal funding to US election officials, which brought new technology, new ideas and new leadership to the area of election reform. His impact on elections and democracy has been worldwide, having worked in over 30 countries for over 25 years as an election expert.

From 1993-2003 DeGregorio worked as a technical expert and later as the COO and Executive Vice-President of the International Foundation for Election Systems (IFES), one of the world's premier NGO's that focuses on bringing democracy to every corner of the globe. DeGregorio began his career in elections in 1985, when he was appointed Director of Elections for St. Louis County, Missouri's largest jurisdiction and one of America's most complex voting districts. He served in that position for over 8 years before joining the University of Missouri-St. Louis as Director of Outreach in 1993, a position he held until joining IFES as COO in 2001.

- **Aaron Contorer – Chief of Products and Partnerships** – spent 10 years at Microsoft where he was an executive on Windows, MSN, and Visual Studio, building and running product-development teams of up to 200 professionals. He helped lead the conversion of MSN from proprietary to internet standards, and from his early work on Windows networking he holds several patents in distributed systems and network security. At Microsoft, Contorer also served as Bill Gates' technical advisor. Contorer holds nine "Ship-It" awards from Microsoft for successful delivery of products to market.

Contorer has also served as CTO of startup companies in the fields of printing, business decision optimization, and high-end web server infrastructure. He was one of the creators of the shareware business model. Contorer is an internet security expert and in 2009 provided a White Paper to the National Association of Secretaries of State addressing the issue of conducting secure elections online using advanced technology. Contorer has degrees in computer science and psychology from the University of Illinois at Urbana-Champaign, where he was one of the original internet software developers at the National Center for Supercomputing Applications (NCSA) and conducted research in usability and information delivery for government and scientific clients.

- **Jon Thomason – Vice President of Election Technology** – is a twenty-year veteran of the software industry. He spent fifteen years at the Microsoft Corporation, where he worked on Windows for ten years on both the kernel and user experience teams. He was among the founders of the Xbox project, being in charge of operating system, the game developer's kit, and Xbox Live. He co-led the Xbox 360 planning process and as General Manager, ran the Windows User Experience team for Windows Vista.



Thomason brings with him a depth of experience in software with world impact. He has participated in a dozen major releases and is an expert in shipping software and communicating about it. He considers it a great challenge and an honor to help bring the many benefits of modern security and IT technology to elections everywhere.

- Stephen Daniels** – Vice President of Sales for Everyone Counts – has more than 25 years of customer centric experience having held key leadership positions at Oracle, Siebel, Peregrine, SecureInfo and Memex, Inc. His work with these companies has centered not only on driving revenue but more importantly in delivering enterprise solutions that generate customer value over the long term. Daniels has worked with a diverse portfolio of customers. In each case whether it was a multinational finance company, a large government agency, or a local municipality, success was defined by the customer and their successful deployment of the enterprise solution.

*References*

<b>UK Government, Swindon Borough Council</b>	<b>Contract Number:</b> N/A	<b>Period of Performance:</b> April 26, 2007-May 3, 2007	<b>Contract Value:</b> (b)(4)
<b>Technical POC</b>	<b>Name:</b> Alan Winchcombe	<b>Email:</b> awinchcombe@testvalley.gov.uk	<b>Phone:</b> 44 1264368021
<b>Contract POC</b>	<b>Name:</b> Alan Winchcombe	<b>Email:</b> awinchcombe@testvalley.gov.uk	<b>Phone:</b> 44 1264368021
<b>Project Description:</b>		<b>Relevance to FVAP Project:</b>	
<p>In an effort to provide voters with more accessible, secure and convenient ways to vote, United Kingdom local elections authority Swindon Borough Council chose Everyone Counts -- to provide the first "Vote Anywhere" multi-channel Internet election in the world. Voters had the choice of voting at any polling location or remotely via computer or telephone.</p> <p><i>" The dedication, professionalism, commitment and the willingness just to keep going and deliver was simply outstanding. You expect to work very hard at election time but this was something else and this team was simply the best I have ever worked with and there have been some very, very good ones in the past."</i></p> <p>-Alan Winchcombe, Electoral and eDemocracy Manager, Swindon Borough Council</p>		<p>Everyone Counts served as electronic ballot delivery and voting engine, as well as the integrating technology for the local elections in Swindon, England. In this election, voters were able to cast a ballot digitally or by paper at a polling station, using a computer at work or home, or by telephone at work or home.</p> <p>This election is relevant to the FVAP project because:</p> <ul style="list-style-type: none"> <li>Combining digital technologies and traditional paper ballots allowed greater access for voters.</li> <li>Election results from the Everyone Counts solution needed to be integrated with other election votes</li> <li>The same election engine, eLect, was utilized</li> <li>High level of customer service was provided ensuring election success and high voter confidence</li> <li>Like the elections to be conducted here at a State and local level, Everyone Counts provided multiple ballot styles.</li> <li>The election was offered in nine different languages</li> </ul>	

<b>Franklin County, Washington 2009 Primary/General Election</b>	<b>Contract Number:</b> N/A	<b>Period of Performance:</b> August 2009-November 2009	<b>Contract Value:</b> (b)(4)
<b>Technical POC</b>	<b>Name:</b> Diana Killian	<b>Email:</b> dkillian@co.franklin.wa.us	<b>Phone:</b> (509) 545-3599
<b>Contract POC</b>	<b>Name:</b> Zona Lenhart, Auditor	<b>Email:</b> zlenhart@co.franklin.wa.us	<b>Phone:</b> (509) 545-3538
<b>Project Description:</b>		<b>Relevance to FVAP Project:</b>	
<p>During the 2009 primary and general election Franklin County, Washington, procured and deployed Everyone Counts eElect, the world's first electronic ballot delivery and HAVA compliant ballot marking wizard solution. After accessing their appropriate ballot online and successfully marking their ballots, voters then printed their ballots and returned the ballots by mail to be counted by the local election jurisdiction. This project targeted making voting more accessible to voters with disabilities. And eElect is now the only proven electronic ballot delivery and HAVA compliant ballot marking wizard solution.</p> <p><i>"The Everyone Counts' team was very responsive. While we were held up by our printer for various reasons, there was never any delay at Everyone Counts. They were great to work with."</i> Franklin County Auditor Zona Lenhart</p>		<p>The Everyone Counts solution augmented the overall vote by mail process within the County.</p> <p>This election is relevant to the FVAP project because:</p> <ul style="list-style-type: none"> <li>• The exact process of working with a local jurisdiction will be the same; including taking existing voter files and uploading them to a server hosted by Everyone Counts.</li> <li>• Application used was S08 compliant.</li> <li>• Voter returned their ballot by mail.</li> <li>• High level of quality customer service was provided by Everyone Counts to ensure a flawless election delivery.</li> </ul> <p>The success of this election makes eElect the only proven electronic ballot delivery and HAVA compliant ballot marking wizard.</p>	

<b>Australian Parliamentary Election</b>	<b>Contract Number:</b> N/A	<b>Period of Performance:</b> July-November 2007	<b>Contract Value:</b> AU (b)(4)
<b>Technical POC</b>	<b>Name:</b> Judy Birkenhead, Assistant Director Electronic Voting	<b>Email:</b> judy.birkenhead@aec.gov.au	<b>Phone:</b> +61 2 6271 4611
<b>Contract POC</b>	<b>Name:</b> Judy Birkenhead, Assistant Director Electronic Voting	<b>Email:</b> judy.birkenhead@aec.gov.au	<b>Phone:</b> +61 2 6271 4611
<b>Project Description:</b>		<b>Relevance to FVAP Project:</b>	
<p>Provided on-line voting capability for uniformed members of the Australian Defence Force. These military voters were able to cast their ballot "in theater" including Iraq and Afghanistan.</p> <p>This was a "kiosk" voting set-up. Voters marked their choices on-line and had their marked ballots printed out and returned to their local jurisdiction to be counted.</p> <p>The Australian Election Commission (AEC) deemed this project to be, "Amazing", "Historic", and "A Success"!</p>		<p>Everyone Counts provided the electronic voting channel for the Australian Defence Force.</p> <p>This election is relevant to the FVAP project because:</p> <ul style="list-style-type: none"> <li>• This was the first election in the world where a nation's entire military force serving on the front lines were offered a secure way to vote their entire local ballot electronically</li> <li>• Many of the voters that were served in this project will be in the same difficult-to-access place as those citizens we will serve through this FVAP program.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Everyone Counts won an open competitive bid where all solutions were evaluated for accessibility and security, and Everyone Counts solution won.</li> <li>• The AEC conducted an independent audit focused on the security of the application which Everyone Counts passed.</li> <li>• The election, though national in scope, was executed on local basis with each voter receiving his or her unique ballot to mark.</li> <li>• Votes counted increased to 75% from the 23% counted when only postal voting was provided to the military voters. FVAP is working to ensure the same success with US voters serving overseas.</li> </ul>
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<b>Honolulu Neighborhood Board Election</b>	<b>Contract Number:</b> N/A	<b>Period of Performance:</b> May 2009	<b>Contract Value:</b> [REDACTED]
<b>Technical POC</b>	<b>Name:</b> Bryan Mick	<b>Email:</b> bmick@honolulu.gov	<b>Phone:</b> (808) 768-3717
<b>Contract POC</b>	<b>Name:</b> Carolyn Fukumoto	<b>Email:</b> cfukumoto@honolulu.gov	<b>Phone:</b> (808) 768-3800
<b>Project Description:</b>		<b>Relevance to FVAP Project:</b>	
<p>Build and conduct a fully digital election for the City and County for their Neighborhood Board of Commissioners. In this election, voters were able to cast their ballot online or by telephone, at home, at work or wherever they had access to a computer or telephone. Due to a delayed contracting process, the entire election for 150,000 voters of 22 unique ballots and 153 ballots had to be operational in seventeen days, which did not pose any issues for Everyone Counts.</p> <p>“By choosing Everyone Counts, we were able to streamline the administrative process and cut more than \$100,000 in election cost,” said Joan Manke, Executive Director for the City and County of Honolulu.</p>		<p>Everyone Counts conducted the entire election, including the tabulation of votes.</p> <p>This election is relevant to the FVAP project because:</p> <ul style="list-style-type: none"> <li>• The same eElect engine used will power the elections we conduct under this FVAP program.</li> <li>• The election was hosted on an Everyone Count’s server.</li> <li>• The application while being executed locally in Honolulu was built and supported remotely in San Diego.</li> <li>• Customer service was again a key and central feature enabling the success of the election.</li> </ul>	

<b>Democratic Committee Abroad: U.S. Presidential Primary</b>	<b>Contract Number:</b> N/A	<b>Period of Performance:</b> February 5, 2008- February 12, 2008	<b>Contract Value:</b> [REDACTED]
<b>Technical POC</b>	<b>Name:</b> Meredith Gowan Le Goff	<b>Email:</b> meredithgowanlegoff@gmail.com	<b>Phone:</b> + 33 1 55 61 17 08
<b>Contract POC</b>	<b>Name:</b> Meredith Gowan Le Goff	<b>Email:</b> meredithgowanlegoff@gmail.com	<b>Phone:</b> + 33 1 55 61 17 08
<b>Project Description:</b>		<b>Relevance to FVAP Project:</b>	
<p>Democrats Abroad (DA) is an official body of the U.S. Democratic National Committee, representing thousands of U.S. voters affiliated with the Democratic</p>		<p>Everyone Counts provided on-line voting to augment voting by mail and in-person voting at caucuses held in selected cities.</p>	

Party. Everyone Counts was contracted to provide on-line voting for 1,000,000 potential voters with a total of 50,000 registered voters in the final database. Voters living in 164 countries around the globe participated in this week-long Presidential primary.

*"What Everyone Counts did with the Democrats Abroad global primary was so amazing ... We've heard from so many people that they were so happy to vote by internet in their global primary from places as far away as Bangkok."*

-Meredith Gowan Le Goff, Democrats Abroad, Chair EMEA

This election is relevant to the FVAP project because:

- This population is a real subset of the voters being served by this FVAP project, and Everyone Counts successfully served this population, increasing registration and turnout 10-fold. No other overseas voting project by any other supplier has had such success.
- It demonstrates our ability to work with a geographically disperse set of voters, including the challenges of communication (providing support) through multiple time zones.
- It demonstrates our awareness and experience in dealing not only with citizens in uniform but those civilians living abroad.
- Highlights once again the superb customer service provided and the key role it plays in delivering a successful election.

#### Reference Summary:

Everyone Counts is quite proud of the elections we have conducted. We have conducted them with the highest quality of service. Through our technology and professional services, we have ensured that the elections themselves were conducted in a manner that engendered the highest level of confidence from the voter and the election administrators.

To that end, we are proud to state that in all of the elections we have conducted and supported, we have never lost a voter's vote. We have never had an election disputed or decertified. This stellar record is a function of the secure technology we deployed- architected specifically for elections- and the extreme professionalism and election experience of the staff Everyone Counts uses to build, support and conduct elections.

We intend to bring this same quality of technology and level of service to the jurisdictions we will support through this BPA.

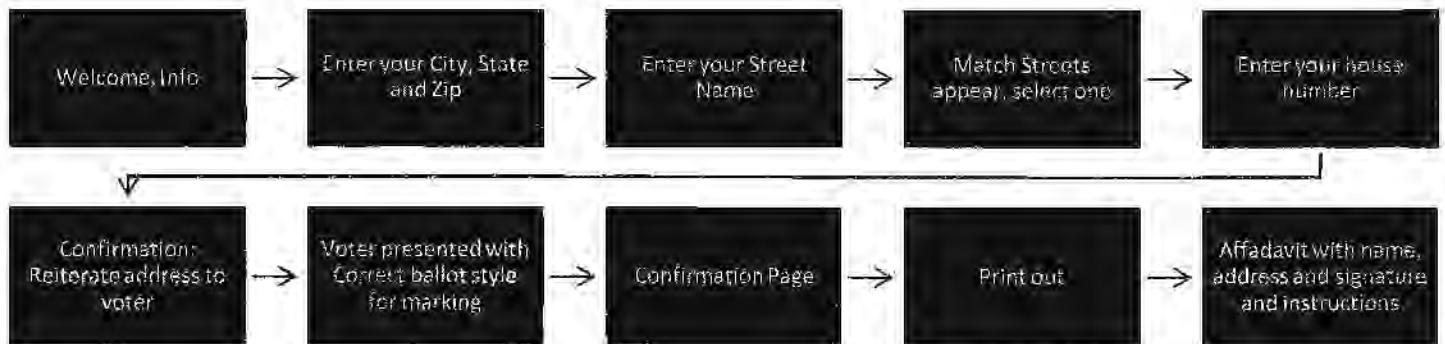
Use Case

As laid out in the RFQ we have developed responses to the three use cases identified below.

Case 1: 414 E Nueva San Antonio, TX 78205-3422	Case 2: 410 North Willow Kenai, AK 99611	Case 3: 5106 Thackary Ct. Fairfax, VA 22032
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These cases may be accessed at <https://uocava.everyonecounts.com>. It is important to note that this is only a demonstration. Should we be selected to actually build the elections for any of these jurisdictions it is important to note that these elections would be customized to the specific requirements of the local jurisdiction. This would include but not be limited to the actual wording of instructions, screen placement of choices, and aesthetic matters such as color themes. Additionally, the URL would be State specific and would be accessible from [www.fvap.gov](http://www.fvap.gov), the local jurisdiction as well as the State.

Each of the cases follows the same flow, shown here below. The voter is logically walked through a sequence of screens to find their appropriate ballot, mark their ballot in a HAVA compliant way, and have the tools to return their ballot to the election office with their paperwork to authenticate them as a voter.



**Welcome**

The UOCAVA voter begins at the above URL and is directed to the Welcome Page. Here the voter is given an outline of what is to come: finding their proper ballot style, marking their ballot, filling out affidavit paperwork, frequently asked questions, and instructions. The information on this page contains general information for all UOCAVA voters. Once the voter reaches the stage in the process where the jurisdiction to which the voter belongs is determined, information specific to that voter will be provided.

**Address Ballot Finder**

The voter is directed to the Address Ballot Finder. This is a drill-down style wizard, whereby the voter is asked to enter key pieces of the address where they are registered to vote. The wizard begins by asking for the City, State and Zip. The voter moves forward to the next screen which asks for their street name, or even just the first few letters of their street name. At this point, the voter is offered a list of matching streets within the City, State, and Zip that they have previously entered. The voter is asked to select their official street name from the list provided.

### Ballot Locator

With your street located, now please enter your house number. Using the previous example, if your voting address were:

At 1100 Theophany Boulevard #450  
Anchorage, AK 99504

You would enter:

723

This will be used to determine which voting jurisdiction is appropriate for you.

House Number

House number is used to locate ballot only, never saved by server

Back

### Ballot Marking Wizard

The appropriate ballot style is now presented to the voter. Along with the ballot are jurisdiction specific instructions for voting, a link to Frequently Asked Questions, and information on how a voter can contact help desk. Should the voter wish to hand mark their ballot, a link is presented from which a blank ballot and affidavit page are available.

Ballot rules are embedded in the software to help the voter avoid errors such as over voting. Voters are also warned if they under vote and are given an opportunity to amend their ballot. The entire ballot marking system is HAVA compliant.

### Printed Ballot

After the voter has made his selections, he is directed to the confirmation screen. After review, he can move forward to print his ballot or return to alter his choices. The print screen is presented for further review and the voter is instructed to print his ballot at this time. Based on

the jurisdiction's requirements, this page can show all of the candidates available for selection or only those marked. Jurisdictions may also choose to use our eLect Transcriber and have a 2d barcode printed at the bottom of the page.

Once the street has been selected, the voter is asked to enter their house number. This is the final step in determining the proper ballot style. The voter is then shown the information they provided and asked if they wish to proceed to voting. If the information they entered is not correct, they are given an opportunity to start the Address Ballot Finder again. Note that the voters' address is only used to locate their ballot style and is not saved in any capacity on the server. Using an address to find a ballot style does not preclude this address from being used again in the Address Ballot Finder. The authentication remains in the hands of the receiving Election Administrator and the voter is able to use the system as many times as needed.

**STATE OF ALASKA OFFICIAL BALLOT**  
**GENERAL ELECTION**  
**NOVEMBER 4, 2008**

**Help and Blank Ballot Instructions**  
To mark your ballot, select the checkbox to the left of the candidate. You may also choose to write-in a candidate for the position by selecting the checkbox for "Write-In" and typing in the name of the person you want to vote for. Scroll down to view all contests for this ballot.

United States President  
Vice President

(vote for one)

<input type="checkbox"/>	<b>Baldwin, Chuck</b> Castle, Darrell	Alaskan Independence
<input type="checkbox"/>	<b>Barr, Bob</b> Boot, Wayne A.	Libertarian
<input type="checkbox"/>	<b>McCain, John</b> Palin, Sarah	Republican
<input type="checkbox"/>	<b>Nader, Ralph</b> Gonzalez, Matt	
<input type="checkbox"/>	<b>Obama, Barack</b> Biden, Joe	
<input type="checkbox"/>	Write-in	

Blank ballot available for hand marking

Voting rules built into software

If allowed, write-ins are available

This barcode will encode the voter's selections and allow an election administrator to scan and print a ballot which can be read by any optical scan machine.

COMMONWEALTH OF VIRGINIA  
 COUNTY OF FAIRFAX  
 GENERAL AND SPECIAL ELECTIONS  
 TUESDAY, NOVEMBER 3, 2009

1) Select the Print button to print your ballot  
 2) When you are finished printing your ballot, select the Next button

CANDIDATES	
GOVERNOR (VOTE FOR NOT MORE THAN ONE)	
<input checked="" type="checkbox"/>	Robert F. "Bob" McDonnell - R
<input type="checkbox"/>	R. Creigh Deeds - D
LIEUTENANT GOVERNOR (VOTE FOR NOT MORE THAN ONE)	
<input type="checkbox"/>	William T. "Bill" Bolling - R
<input checked="" type="checkbox"/>	Jody M. Wagner - D
ATTORNEY GENERAL (VOTE FOR NOT MORE THAN ONE)	
<input type="checkbox"/>	Ken T. Cucomelli II - R
<input type="checkbox"/>	Stephen C. Shannon - D
<input checked="" type="checkbox"/>	Write-In: John Smith
MEMBER HOUSE OF DELEGATES 37TH DISTRICT (VOTE FOR NOT MORE THAN ONE)	
<input type="checkbox"/>	David L. Bulova - D
<input type="checkbox"/>	Anna M. Choi - IG
<input type="checkbox"/>	Christopher F. DeCaro - I
SCHOOL BONDS	
<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No

Jurisdictions have option to print out all candidates or only those selected

back to the Election Office.

At this point, the voter has successfully completed the ballot marking wizard and has all the information necessary to return the ballot to their jurisdiction and ensure their ballot will be counted.

Optional place for witnesses to sign in case of a disability preventing the voter from doing so

Affidavit Page

All jurisdictions require an affidavit be filled out, printed and signed. This page includes information by which the election administrator can authenticate the voter such as name, address and signature. It also includes instruction for the voter as to how and when the voter must return their ballot for inclusion in the count. Voters are warned before progressing that a filled out and signed affidavit page is required to accompany their ballot in order for it to count.

Jurisdictions may also choose to add an Envelope Wizard for voters without access to an envelope. It will enable the voter to print folding instructions and a pre-printed address on a piece of paper that can be used for mailing ballot and affidavit



VOTER AFFIDAVIT

Instructions: Read, sign, and date the following off

I do solemnly swear or affirm under penalty of perjury that I am a citizen of the United States; I am a legal resident of the state of Texas; I will be at least 18 years old on or before Election Day; I am not presently under any legal disability as a result of being convicted of a felony; I have not been judicially declared mentally incompetent; I have not already voted in this election; and I understand it is illegal to use a ballot or sign a ballot envelope on behalf of another person. Attempting to vote when not qualified, attempting to vote more than once, or false purporting by a maximum imprisonment of five years, a maximum fine of \$10,000

Custom Affidavit language provided

Printed Name: \_\_\_\_\_ Home Address: \_\_\_\_\_

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS CERTIFICATION  
I, the undersigned, certify that the voter has read and understood the foregoing and has signed the same in my presence and in the presence of the undersigned.

Witness Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

INSTRUCTIONS FOR RETURNING BALLOT

Thank you for completing your ballot. Please sign and date the affidavit and enclose your marked ballot in an envelope. You must return your marked ballot and signed affidavit by mail to the Bexar County Elections Department listed below. Your envelope must be postmarked by 5:00pm CST on Election Day in order for your vote to be counted. WARNING: If you do not return your ballot with a signed affidavit, your vote will not be counted.

If you are having difficulty printing your ballot, return to the site again to re-submit your choices and print.

RETURN BALLOTS TO:  
Jacquelyn F. Callen, Elections Administrator  
Bexar County Elections Department  
203 West Nueva  
San Antonio, TX 78207

Clear instructions provided to the voter for returning their ballot.



**Miscellaneous Contract and Administrative Details**

**Pricing**

The actual costs for a given task order will be determined on a firm fixed price and awarded by lowest price technically acceptable basis. Below are the parameters under which Everyone Counts will be offering its solution. Everyone Counts reserves the right on a task order by task order basis to take the necessary steps to be competitively responsive, including but not limited to offering additional discounts of the items listed below.

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
	eLect software including 1 <sup>st</sup> year support, maintenance and election help desk support	TBD	Registered Voters	\$56.25	TBD
	Election operation services	TBD	Per Hour	\$105.00	TBD

**Notes:**

- Software license is perpetual use. Unlimited number of elections may be run using this software.
- Software license is restricted to UOCAVA voters associated with the jurisdiction (local or State).
- Software usage is governed by Everyone Counts current Software License and Service Agreement.

**Requested Contract information**

Solicitation Number:

HQ0566-10-Q-0018

Time specified in the solicitation for receipt of offers:

March 30, 2010 4:30 pm EDT

Acknowledgement of Amendment 1

DUNS: 786725965

**Offeror Contact Information:**

<p><b>Office Address:</b>                  Everyone Counts                  4445 Eastgate Mall, #407                  San Diego, CA 92121</p>	<p><b>Legal Mailing and Remit to Address:</b>                  Everyone Counts                  1804 Garnet Avenue, #408                  San Diego, CA 92109</p>
<p><b>Digital Contact Information:</b>                  (858) 427-4673                  (866) 843-4668 Toll Free  <a href="mailto:Stephen.Daniels@everyonecounts.com">Stephen.Daniels@everyonecounts.com</a>  <a href="mailto:Katie.Jensen@everyonecounts.com">Katie.Jensen@everyonecounts.com</a></p>	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO.: \_\_\_\_\_ 3. AWARD EFFECTIVE DATE: \_\_\_\_\_ 4. ORDER NUMBER: \_\_\_\_\_ 5. SOLICITATION NUMBER: **HQ0566-10-Q-0018** 6. SOLICITATION ISSUE DATE: **3/16/2010**

7. FOR SOLICITATION INFORMATION CALL: **Steven Hamilton** 8. TELEPHONE NUMBER (No collect calls): **703-607-3820** 9. OFFER DUE DATE/ LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: **Business Transformation Agency** CODE: **HQ0566** 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE:  SMALL BUSINESS  EMERGING SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  (SVA)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS: **None** 13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700):  13b. RATING: \_\_\_\_\_ 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: **Business Transformation Agency** CODE: **HQ0117** 16. ADMINISTERED BY: \_\_\_\_\_ CODE: \_\_\_\_\_

17a. CONTRACTOR/OFFEROR: **Everyone Counts, Inc.** CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_ 17b. PAYMENT WILL BE MADE BY: **DFAS IN INVP DOD INITIATIVE** CODE: \_\_\_\_\_ **8609 E 56th St.** **INDIANAPOLIS, IN46249-1505**

18. TELEPHONE NO.: \_\_\_\_\_

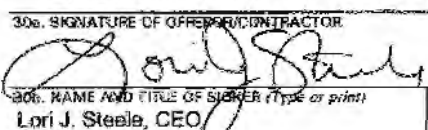
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 19a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(1) eLect software including 1st year support and maintenance		Voter	56.25	
	(2) Election Operation Services		Hour	105.00	
See pricing page within RFQ Response					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA: \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 ARE ATTACHED: ADDENDA  ARE  ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED: ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COMES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF: \_\_\_\_\_ OFFER DATED: \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR:  30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): \_\_\_\_\_

30c. NAME AND TITLE OF SIGNER (Type or print): **Lori J. Steele, CEO** 30d. DATE SIGNED: **3/25/2010** 31a. NAME OF CONTRACTING OFFICER (Type or print): \_\_\_\_\_ 31b. DATE SIGNED: \_\_\_\_\_

AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2006)  
 Prescribed by GSA - FAR (48 CFR) 53.212

## Representations and Certifications



Certification for: **EVERYONE COUNTS, INC.**

DUNS: 786725965

Certification Validity:

From: 03/24/2010 12:24:13 PM (EST)

To: 03/24/2011 12:24:13 PM (EST)

By submitting this certification, I, **Rick Farry**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **EVERYONE COUNTS, INC.** in any of the above representations or certifications to the Government.

### READ ONLY

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provisions.

#### 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

### READ ONLY

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

#### 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of Provision)

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.223-1 Biobased Product Certification (Dec 2007)**

- (a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)**

- (a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended

- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.227-6 Royalty Information (Apr 1984)**

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate

form of royalty or license fee:

- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**Alternate 1 (Apr 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**(End of Provisions)**

**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Stephen Daniels, VP US Sales; Lori Steele, CEO**
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a

signed statement setting forth in detail the circumstances of the disclosure.

{End of Provision}

**52.204-3 Taxpayer Identification (Oct 1998)**

**(a) Definitions**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3525(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 33 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(d) Taxpayer Identification Number (TIN).**

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

**(e) Type of organization.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

**(f) Common parent.**

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A  
TIN: TIN not on file with ORCA

{End of Provision}

**52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented

itself as a small business concern in paragraph (b)(1) of FAR 301.215-1, Small Business Program Representations, of this solicitation.} The offeror represents that it  is a women-owned business concern.

(End of Provision)

52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are  Are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are  Are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have  Have not , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the



Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provisions)

**52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Aug 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <https://ecac.hhs.gov>. If an offeror has not completed the annual representations and certifications electronically at the ECAC website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Dyes;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginal/rural populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1)\* Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	Yes

(2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern. (See Below)

Veteran-Owned
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NAICS:	Description:	Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.  
(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  
(5)\* Women-owned small business concern. The offeror represents that it  is,  is not a women-owned small business concern.  
(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.  
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.  
(i) The offeror represents as part of its offer that it  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

- (ii) Offeror represents as follows:  
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or  
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):  
Number of Employees      Average Annual Gross Revenues  
 50 or fewer       \$1 million or less  
 51-100       \$1,000,001-\$2 million  
 101-250       \$2,000,001-\$3.5 million

- |                                     |                                                   |
|-------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> 251-500    | <input type="checkbox"/> \$3,500,000-25 million   |
| <input type="checkbox"/> 501-750    | <input type="checkbox"/> \$5,000,000-510 million  |
| <input type="checkbox"/> 751-1,000  | <input type="checkbox"/> \$10,000,000-527 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million        |

(5) (i) General. The offeror represents that either-

(A)  is  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ].

(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It  is It  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is It  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has It  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has It  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It  has developed and has on file, It  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of



unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Description:	Country of Origin:
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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:
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(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:
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(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products:

Other End Products:

Description:	Country of Origin:
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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GSA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 13689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1)  Are,  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have,  Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.

(4)  Have,  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$2,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
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Bamboo	Burma
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Beans (including yellow, soya, and green beans)	Burma
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Bricka (hand-made)	Burma, Pakistan
Chilies	Burma
Coin	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

FSC Code:	Place of Manufacture:
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(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- (1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does,  does not certify that
  - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
  - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
  - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does,  does not certify that
  - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(ii));
  - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and



(f) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_\_\_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(4) **Taxpayer Identification Number (TIN)** (26 U.S.C. 6109; 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **Taxpayer Identification Number (TIN).**

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
  - Offeror is an agency or instrumentality of a foreign government; ,
  - Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(5) **Common parent.**

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A  
TIN: **TIN not on file with ORCA**

(m) **Restricted business operations in Sudan.** By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**Alternate I (Apr 2002)**

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- Black American.
- Hispanic American.

- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

Alternate II (Oct 2001)

As prescribed in 12.301(b)(2), add the following paragraph (c)(3)(ii) to the basic provision:

(c) Address. The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.amet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart E. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
4445 Eastgate Mall #407 San Diego, CA 92121	Sunroad Enterprises	4445 Eastgate Mall #400 San Diego, CA 92121

(End of Provision)

52.215-6 Place of Performance (Oct 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends  does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
4445 Eastgate Mall #407 San Diego, CA 92121	Sunroad Enterprises	4445 Eastgate Mall #400 San Diego, CA 92121

(End of Provision)

52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern (see below).

\*\*

NAICS:	Description:	Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	Yes

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

\*\*

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

\*\*

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

\*\*

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(f) If  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture, [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (Apr 2002)**

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indisa) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

**52.219-2 Equal Low Bids (Oct 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

**52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees]; or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. (Check one of the following.)

- Number of Employees**      **Average Annual Gross Revenues**
- 50 or fewer       \$1 million or less
  - 51-100       \$1,000,001-\$2 million
  - 101-250       \$2,000,001-\$3.5 million
  - 251-500       \$3,500,001-\$5 million
  - 501-750       \$5,000,001-\$10 million
  - 751-1,000       \$10,000,001-\$17 million
  - Over 1,000       Over \$17 million

(End of Provision)

**52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average

annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenue:

- |                                                 |                                                    |
|-------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100                 | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250                | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500                | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750                | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000              | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000             | <input type="checkbox"/> Over \$17 million         |

(End of Provision)

**52.219-22 Small Disadvantaged Business Status (Oct 1999)**

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
  - (A) No material change in disadvantaged ownership and control has occurred since its certification;
  - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)  **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate I (Oct 1996)**

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) **Address.** The offeror represents that its address  is  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)



52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definitions

"Forced or indentured child labor" means all work or services-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It  has It  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has It  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.



(End of Provision)

**52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)**

(a) The offeror shall check the following certification:

Certification

The offeror  does  does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
  - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
    - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
    - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
  - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

**52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification. (Nov 2007)**

(a) The offeror shall check the following certification:

Certification

The offeror  does  does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current

price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 30 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
- (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
- (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

#### 52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

EVERYONE COUNTS, INC. certifies compliance with 52.223-4

(End of Provision)

#### 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

##### Alternate I (May 2008)

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

##### Certification

I, Rick Fony, Office Manager (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Rick Fony

[Typed Name of the Officer or Employee]

Office Manager:

[Title]

EVERYONE COUNTS, INC.

[Name of Company, Firm, or Organization]

02/24/2010 12:24:13 PM

[Date]

{ End of Provision }

**52.223-23 Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13149, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094).
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

{ End of Provision }

**52.225-2 Buy American Act Certificate (Feb 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Description:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

{ End of Provision }

**52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," and "product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
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(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**Alternate I (Jan 2004)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:
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**Alternate II (Jan 2004)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:
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(End of Provision)

**52.225-6 Trade Agreements Certificate (Jan 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:	Country of Origin:
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(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

**52.225-18 Place of Manufacture. (Sept 2006)**

(a) Definitions. As used in this clause-

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 3700-9999, except-

- (1) FSC 3510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 37, Agricultural Supplies;
- (3) FSC 38, Live Animals;
- (4) FSC 58, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

FSC Code:	Place of Manufacture:
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(End of Clause)

**52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 503(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

- is  is not a historically black college or university;
- is  is not a minority institution.

(End of Provision)

**52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

EVERYONE COUNTS, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)





Certification for: KONNECH' INC.

DUNS: 111950064

Certification Validity:

From: 03/26/2010 06:39:04 PM (EST)

To: 03/26/2011 06:39:04 PM (EST)

By submitting this certification, I, **Eugene Yu**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **KONNECH' INC.** in any of the above representations or certifications to the Government.

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)**

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**READ ONLY**

- Vendor will provide information with specific offers to the Government.  
 I certify that I have read and understand the provision.

**52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**READ ONLY**

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

**52.225-1 Biobased Product Certification (Dec 2007)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

**READ ONLY**

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2010)**

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

**READ ONLY**

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

**52.227-6 Royalty Information (Apr 1998)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains cost or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate



Item of royalty or license fee:

- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**Alternate I (Apr 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**(End of Provision)**

**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer;, or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Eugene Yu, President**
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a

(End of Provision)

**52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other.

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A  
TIN: TIN not on File with ORCA

(End of Provision)

**52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented

(End of Provision)

**52.209-5 Certification Regarding Responsibility Matters (Dec 2008)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are  Are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (C) Are  Are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (D) Have , Have not , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
  - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
- (ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Aug 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1)\* Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	Yes
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	Yes
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB	Yes



SEARCH PORTALS		
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	Yes
541512	COMPUTER SYSTEMS DESIGN SERVICES	Yes
541519	OTHER COMPUTER RELATED SERVICES	Yes
541618	OTHER MANAGEMENT CONSULTING SERVICES	Yes
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes
611420	COMPUTER TRAINING	Yes

(2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

(3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

(4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it

is,  is not a small disadvantaged business concern as defined 13 CFR 124.1002.

(5)\* Women-owned small business concern. The offeror represents that it  is,  is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the GCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor-surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

- (i) The offeror represents as part of its offer that it  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No



541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

(ii) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Revenue column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees      Average Annual Gross Revenues

- |                                                 |                                                         |
|-------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> 50 or fewer | <input checked="" type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100                 | <input type="checkbox"/> \$1,000,001-\$2 million        |
| <input type="checkbox"/> 101-250                | <input type="checkbox"/> \$2,000,001-\$3.5 million      |
| <input type="checkbox"/> 251-500                | <input type="checkbox"/> \$3,500,001-\$5 million        |
| <input type="checkbox"/> 501-750                | <input type="checkbox"/> \$5,000,001-\$10 million       |
| <input type="checkbox"/> 751-1,000              | <input type="checkbox"/> \$10,000,001-\$17 million      |
| <input type="checkbox"/> Over 1,000             | <input type="checkbox"/> Over \$17 million              |

(9) (i) General. The offeror represents that either-

- (A)  is  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It  has  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ].

(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

- (i) It  is It  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration; and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It  is It  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

- (i) It  has It  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It  has It  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

- (i) It  has developed and has on file, It  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of

Labor (41 cfr parts 6 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Description:	Country of Origin:
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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689).(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
- (1)  Are,  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2)  Have,  Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3)  Are,  Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
- (4)  Have,  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples:
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will

not be a final tax liability until the tax payer has exercised all judicial appeal rights.

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

**Listed End Products      Listed Country of Origin**

Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chillies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

FSC Code:	Place of Manufacture:
5805	In the United States
5835	In the United States
5895	In the United States
5999	In the United States

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- (1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror  does  does not certify that \_\_\_

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does,  does not certify that \_\_\_

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(I) **Taxpayer Identification Number (TIN)** (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **Taxpayer Identification Number (TIN)**.

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
  - Offeror is an agency or instrumentality of a foreign government; ,
  - Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;



- o  International organization per 26 CFR 1.6049-4;
- o  Other

(5) *Common parent.*

- o  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o  Name: N/A  
TIN: **TIN not on File with ORCA**

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**Alternate I (Apr 2002)**

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**Alternate II (Oct 2000)**

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**(End of Provision)**

**52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance	Owner/Operator: Owner Address (Street,
---------------------------------	----------------------------------------

(Street, Address, City, County, State, Zip Code):

Address City, County, State, Zip Cod

(End of Provision)

52.215-6 Place of Performance (Oct 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

<b>Address of Place of Performance (Street, Address, City, County, State, Zip Code):</b>	<b>Owner/Operator:</b>	<b>Owner Address (Street, Address, City, County, State, Zip Code):</b>
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(End of Provision)

52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern (see below).

\*\*

NAICS:	Description:	Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	Yes
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	Yes
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	Yes
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	Yes
541512	COMPUTER SYSTEMS DESIGN SERVICES	Yes
541519	OTHER COMPUTER RELATED SERVICES	Yes
541618	OTHER MANAGEMENT CONSULTING SERVICES	Yes
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes
611420	COMPUTER TRAINING	Yes

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(See Below)

<b>NAICS:</b>	<b>Description:</b>	<b>Women-Owned Small Business Concern (Yes/No):</b>
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511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB SEARCH PORTALS	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:
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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror  is  is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
511210	SOFTWARE PUBLISHERS	No
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES	No
519130	INTERNET PUBLISHING AND BROADCASTING AND WEB	No

541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

SEARCH PORTALS		
541511	CUSTOM COMPUTL PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541618	OTHER MANAGEMENT CONSULTING SERVICES	No
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No
611420	COMPUTER TRAINING	No

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees      Average Annual Gross Revenues

- |                                                 |                                                         |
|-------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> 50 or fewer | <input checked="" type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100                 | <input type="checkbox"/> \$1,000,001-\$2 million        |
| <input type="checkbox"/> 101-250                | <input type="checkbox"/> \$2,000,001-\$3.5 million      |
| <input type="checkbox"/> 251-500                | <input type="checkbox"/> \$3,500,001-\$5 million        |
| <input type="checkbox"/> 501-750                | <input type="checkbox"/> \$5,000,001-\$10 million       |
| <input type="checkbox"/> 751-1,000              | <input type="checkbox"/> \$10,000,001-\$17 million      |
| <input type="checkbox"/> Over 1,000             | <input type="checkbox"/> Over \$17 million              |

(End of Provision)

**52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees      Average Annual Gross Revenues

- |                                                 |                                                         |
|-------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> 50 or fewer | <input checked="" type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100                 | <input type="checkbox"/> \$1,000,001-\$2 million        |
| <input type="checkbox"/> 101-250                | <input type="checkbox"/> \$2,000,001-\$3.5 million      |
| <input type="checkbox"/> 251-500                | <input type="checkbox"/> \$3,500,001-\$5 million        |
| <input type="checkbox"/> 501-750                | <input type="checkbox"/> \$5,000,001-\$10 million       |
| <input type="checkbox"/> 751-1,000              | <input type="checkbox"/> \$10,000,001-\$17 million      |
| <input type="checkbox"/> Over 1,000             | <input type="checkbox"/> Over \$17 million              |

(End of Provision)

**52.219-22 Small Disadvantaged Business Status (Oct 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since its certification;
  - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2)  For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate I (Oct 1998)**

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address  is  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**(End of Provision)**

**52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

<b>Listed End Products</b>	<b>Listed Country of Origin</b>
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma



Sugarcane

Prima

Teak

ma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(End of Provision)**

#### **52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

- (a) It  has It  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has It  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

#### **52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

#### **52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)**

- (a) The offeror shall check the following certification:

Certification

The offeror  does  does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
- (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
- (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its



certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification. (Nov 2007)**

- (a) The offeror shall check the following certification:

Certification

The offeror  does  does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
  - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

#### 52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

KONNECH' INC. certifies compliance with 52.223-4

(End of Provision)

#### 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

##### Alternate I (May 2008)

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

##### Certification

I, Eugene Yu, President (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Eugene Yu

[Typed Name of the Officer or Employee]

President

[Title]

KONNECH' INC.

[Name of Company, Firm, or Organization]

03/26/2010 06:39:04 PM

[Date]

(End of Provision)

#### 52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of

EPCRA, 42 U.S.C. 110 (b)(1)(A);

- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094.
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

**52.225-2 Buy American Act Certificate (Feb 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Description:	Country of Origin:
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(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

**52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:"

Description:	Country of Origin:
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(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

As prescribed in 25.1101 (b)(2)(ii) substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:
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Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:
--------------	--------------------

(End of Provision)

#### 52.225-6 Trade Agreements Certificate (Jan 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:	Country of Origin:
--------------	--------------------

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

#### 52.225-18 Place of Manufacture. (Sept 2006)

- (a) *Definitions.* As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
  - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
  - (3) FSG 88, Live Animals;
  - (4) FSG 89, Food and Related Consumables;
  - (5) FSC 9410, Crude Grades of Plant Materials;
  - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
  - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
  - (8) FSC 9610, Ores;
  - (9) FSC 9620, Minerals, Natural and Synthetic; and
  - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2)  Outside the United States.

FSC Code:	Place of Manufacture:
5805	In the United States

5835	In the United States
5895	In the United States
5999	In the United States

(End of Clause)

**52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

- is  is not a historically black college or university;
- is  is not a minority institution.

(End of Provision)

**52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

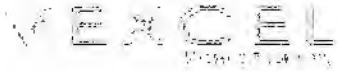
(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

- (1)  None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or
- (2)  Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)





March 26, 2010

The Business Transformation Agency (BTA)  
ATTN: Ms. Janet Carlson, Contracting Officer  
BTA Contracting RM 422 (Ref. RFQ HQ0566-10-Q-0018)  
1851 South Bell Street.  
Arlington, VA 22240

Re: Response to Solicitation #HQ0566-10-Q-0018

Dear Ms. Carlson:

Vexcel Corporation, a wholly owned subsidiary of Microsoft operating as an independent entity, is pleased to submit the attached quote in response to the above mentioned solicitation to select qualified vendors with the requisite capabilities of providing a complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State and local elections), available online through the wizard at least 45 days prior to the November 2010 general election, including hosting and help desk support for the system through January 31<sup>st</sup> 2011.

We believe we have assembled the most qualified team to improve on-line voting assistance and voting opportunities for our uniformed service personnel, their dependents and other overseas voters for all 56 states and territories. Our team is comprised of:

**Democracy Live, Inc.**, our technology and solution provider, is one of the nation's leading technology firms focused on delivering innovative voting assistance products to empower voters with tools for the 21st century. Democracy Live is a non-partisan, Seattle based company that employs a team of political technologists, academics, former political officials and entrepreneurs to create its state-of-the art voting products and services. It is the only company to have successfully implemented many of the requirements of the Military and Overseas Voters Enablement (MOVE) Act in multiple government elections. In 2009, the Democracy Live Voting Information Platform was used in over 20 US elections.


**Microsoft Corporation**, as the hosting provider, is the worldwide leader in software, services and solutions that help people, government and businesses realize their full potential. Microsoft has been supporting the Department of Defense, Microsoft's largest customer in the world, for more than 30 years. Democracy Live is building the Voting Assistance Wizard application on Microsoft's Windows Azure platform. Windows Azure runs on machines in Microsoft data centers and is offered as a service. Democracy Live will run its applications and store all data on internet accessible machines running Windows Azure and owned by Microsoft. Microsoft has been providing on-line services to hundreds of millions of users for more than 15 years.

**Vexcel Corporation**, the prime contractor, is a wholly owned subsidiary of Microsoft operating as an independent entity. Vexcel has more than 20 years' experience doing business directly with the federal government. As the prime contractor, Vexcel will have responsibility for overall project management and ensure compliance with all solicitation provisions.



We appreciate the opportunity to respond to this solicitation. We look forward to serving the Department of Defense, Federal Voters Assistance Program, as well the election officials in 56 states and territories. Please contact me at 303-415-6025 should you have any questions regarding our response.

Sincerely yours,



Kevin Fletcher  
President  
Vexcel Corporation  
303-415-6025  
kevin.fletcher@vexcel.com

UNITED STATES DEPARTMENT OF THE TREASURY  
INTERNAL SECURITY OF BUSINESS  
STANDARD FORM 1000  
BUSINESS TRANSFORMATION AGENCY  
1001 SOUTH BELL ST  
BOULDER, CO 80502

STEVIE LIMITED  
1001 SOUTH BELL ST  
BOULDER, CO 80502

BUSINESS TRANSFORMATION AGENCY  
1001 SOUTH BELL ST  
BOULDER, CO 80502

BUSINESS TRANSFORMATION AGENCY  
1001 SOUTH BELL ST  
BOULDER, CO 80502

GENCO CORPORATION  
5776 PLATIRON PARKWAY SUITE 200  
BOULDER, CO 80501

1001 SOUTH BELL ST  
BOULDER, CO 80502

1	2	3	4	5
SEE ATTACHED PAGES				

1. I am a U.S. citizen or resident alien and I am a partner in the business.  
2. I am a U.S. citizen or resident alien and I am a partner in the business.  
3. I am a U.S. citizen or resident alien and I am a partner in the business.

4. I am a U.S. citizen or resident alien and I am a partner in the business.  
5. I am a U.S. citizen or resident alien and I am a partner in the business.

6. I am a U.S. citizen or resident alien and I am a partner in the business.  
7. I am a U.S. citizen or resident alien and I am a partner in the business.

[ Vexcel Corporation  
(Microsoft)  
5776 Platron  
Parkway, Suite 200  
Boulder, CO 80301 ]

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## QUOTE

## 1. Solicitation Number

HQ0566-10-Q-0018

## 2. Time specified for receipt of offers

March 30, 2010, 4:30pm eastern Daylight Savings time

## 3. Name, address and telephone number of offeror

Vexcel Corporation  
5775 Flatiron Parkway, Suite 220  
Boulder, CO 80301  
303-415-6000  
[kevin.fletcher@vexcel.com](mailto:kevin.fletcher@vexcel.com)

## 4. a. Technical Proposal

See Appendix 1

## 4. b. Past Performance Information

See Appendix 2

## 5. Remit to address

Vexcel Corporation  
5775 Flatiron Parkway, Suite 220  
Boulder, CO 80301  
303-415-6000  
[kevin.fletcher@vexcel.com](mailto:kevin.fletcher@vexcel.com)

## 6. A completed copy of representations and certification

Vexcel has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database submission, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced by this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR4.1201), except for paragraphs N/A.

## 7. Acknowledgement of Solicitation Amendments

Vexcel acknowledges receipt of Amendment of Solicitation Contract #1 with an effective date of March 20, 2010 ("Amendment") and Amendment of Solicitation Contract #2 with an effective date of March 24, 2010, in accordance with Item 11 of the Amendments.

## APPENDIX 1 - Technical proposal

### Online Voter Information Wizard - Summary

The Voter Information Platform, which includes the LiveBallot electronic ballot delivery system, is a COTS, hosted Web-based application residing on one of the world's most stable server platforms - the Microsoft Azure platform.

The LiveBallot application is a proven system deployed in over 20 U.S. elections in the last year. LiveBallot is a hosted, turn-key solution which integrates seamlessly with any Elections jurisdictions Web site to deliver all the requirements of the MOVE ACT in an easy, intuitive and accessible manner.

The LiveBallot engine uses existing State-specific voter registration and jurisdiction-level Precinct, District and Election data to deliver a voter-specific suite of voter information tools, ensuring the correct ballot is delivered to the correct voter.

The content is accessible to all voters, including those with disabilities. The Democracy Live online voter information wizard has received the highest approval ratings for Section 508 A.D.A. compliance by the Center for Disabilities and members of the American Council for the Blind.

Ballot delivery using LiveBallot is initiated and executed by the voter. This means that no action is required by an elections jurisdiction to deliver an individual ballot to an individual voter. The voter can access their ballot at a time and a place that is convenient for them. No e-mail exchange is required. This allows voters to proactively access their ballot without having to wait for an elections staffer to send them a ballot.

LiveBallot supports multiple languages at the discretion of the jurisdiction.

LiveBallot includes all relevant and required forms and envelopes which may be reviewed and printed directly from the LiveBallot Voter Information Wizard. This includes ballot envelopes, Voter Registration docs, Federal Post Card Application and other customizable voter and jurisdiction level forms.

Optional components of LiveBallot are available to jurisdictions to enhance their MOVE ACT voter outreach efforts. The features include:

#### ❖ Ballot Tracking

- Web-based, UPS®-style tracking system to track the status of voter-specific ballots back to the local Elections jurisdiction.

#### ❖ Online Multimedia Voter Guide

- State and Local Elections jurisdictions can use this accessible, multimedia tool to customize voter information, specific to that jurisdiction.
- Optionally, jurisdictions may include candidate statements in the online voter guide tool. Content in the online voter guide tool may be written, audio and closed-captioned video.

## RFQ HQ0566-10-Q-0018

## Requirements and Tasks

The link below will demonstrate all of the functionality requested by this solicitation. Further written use instructions should not be necessary. In the case of questions about the use of the demonstration site, please call (360)317-4240 or e-mail [dan@democracylive.com](mailto:dan@democracylive.com).

<http://www.liveballot.com>

#### 4.1(1) Portal Services

The LiveBallot electronic ballot delivery system has received the highest approval ratings for Section 508 compliance. The Democracy Live system has been rated at the highest level of accessibility by the University of Washington Center for Disabilities, the City of Sacramento ADA Coordinator and the Director on the CA Council for the Blind. The LiveBallot works with all standard screen readers commonly used by the visually disabled. Proprietary innovations include a fully accessible online media player.

#### 4.1(2) Secured data submission and form upload

The Microsoft Azure Platform consists of some of the most secure facilities of any kind, electronically and physically. Building on this extremely secure base, additional security of many types may be added. Democracy Live realizes that there may be 56 different sets of standards for protecting the privacy of voters (reflecting the 50 states and 6 territories that must be compliant with the Move Act). The LiveBallot application offers a flexible menu of security features to meet the wide array of requirement at the State and local levels. LiveBallot offers an optional 256-bit SSL encryption layer to enhance data transfer security. Pin access, smart card and other secure ballot access features may be made available to states that choose to deploy a higher level of security for ballot delivery. True Internet voting with secure electronic transmission and *submission* is optionally available for those jurisdictions wishing to utilize those features.

#### 4.1(3) Data interoperability

LiveBallot has been deployed in multiple jurisdictions using a wide variety of voter registration and ballot systems. LiveBallot is structured to receive data from a multiple formats from States and jurisdictions and has delivered online accessible ballots using all of them. Democracy Live encourages the standardization of elections language as presented by VIP/XML and OASES/EML. However, LiveBallot was designed to handle any standard data format (ASCII, .txt, .csv), given the wide range of elections technology in use and the wide range of technical expertise of the users.



*A simple drag-and-drop interface allows jurisdictions to quickly and easily upload data and insure that it is accurately integrated.*

**UI Data Association**

**Step 1: Upload Ballot Styles**

Upload ballot styles to your jurisdiction from your computer. You may upload multiple styles at a time.

[Upload Ballot Styles](#)

**Step 2: Associate Ballot Styles**

Match the ballot styles to the appropriate jurisdiction and precinct. You may match multiple styles to a single precinct.

Uploaded Ballot Styles

- 8801\_0\_1
- 8802\_0\_1
- 8803\_0\_1
- 8804\_0\_1
- 8805\_0\_1
- 8806\_0\_1
- 8807\_0\_1
- 8808\_0\_1
- 8809\_0\_1
- 8810\_0\_1
- 8811\_0\_1
- 8812\_0\_1
- 8813\_0\_1

County Office Precincts

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4A
- Precinct 4B
- Precinct 5
- Precinct 6
- Precinct 7
- Precinct 8
- Precinct 9
- Precinct 10
- Precinct 11
- Precinct 12
- Precinct 13
- Precinct 14

**Step 3: Review and Save**

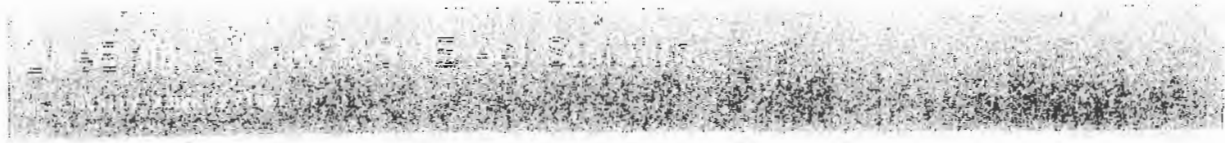
Review the data you have entered and save it. You may also cancel your changes or go back to the previous step.

[Save](#)

**4.1(4) Voter Verification and Ballot Control**

LiveBallot is accessible through a URL that may be linked from any external site (e.g. a state's existing elections portal). LiveBallot is highly customizable to offer similar look and feel as the jurisdictions Web site. LiveBallot offers a variety of ways for voters to access their ballot. Depending on the State or jurisdiction, voters may enter an address, pin number (though this is *not* required), name and birth date, or other ballot-style identifier. Our current best practice is for the voter to enter their Name and Birth date as registered, then verify with a partial address confirmation. If the voter believes that the address in the Voter Registration record is incorrect, they are directed to the appropriate jurisdiction for clarification. Although it is up to the jurisdiction, in the past we have not encouraged delivery of a ballot based upon address alone. This is due to the fact a voter may not live at the address for which they are registered. Thus a UOCAVA voter may not get the ballot that they are properly registered for. (A simple address look-up does not always correspond to the voters *registered* address.)

**Method 1: Voter Look-Up by Name and Birthdate (most reliable way to ensure correct ballot delivery.)**



EXAMPLE BALLOT

Please fill out only your first name, last name, and date of birth to use a sample ballot specific to your address

First Name:

Last Name:

Birth Date:

[Print My Ballot](#) [Track My Ballot](#)

4.1(5) Ballot Return

We have developed a highly customizable online interface for delivering ballot return information, affidavits, envelope instructions, etc. to the voter. We believe that there is no one way that will satisfy all jurisdictions and certainly, they will have different legal requirements in regard to ballot return. LiveBallot is highly customizable to reflect the unique requirements of each state or locality.


***Once a voter has entered their information, they receive their ballot and/or return information (highly customizable).***

YOUR Ballot

How to print and submit to your ballot

Submitting your ballot is easy. Simply download your ballot and the instructions PDFs below to begin

 [Download Instructions](#)

 [Download My Ballot](#)

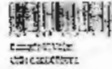
Instructions for the 2010 MOVE Act  
 Step 1: Register your information  
 Step 2: Review your information  
 Step 3: Review your information  
 Step 4: Review your information

Your City of Los Angeles Registrar-Recorder/County Clerk  
 Elections Department  
 100 N. Los Angeles Street, Suite 1000  
 Los Angeles, CA 90012

Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Affirmation**

I, the undersigned, being duly qualified as a Registrar-Recorder/County Clerk, do hereby certify that the information provided by the voter is true and correct to the best of my knowledge and belief.



Electoral District  
 City of Los Angeles

I hereby certify that the information provided by the voter is true and correct to the best of my knowledge and belief.

City Registrar  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

The undersigned hereby certifies that the information provided by the voter is true and correct to the best of my knowledge and belief.

Registrar-Recorder/County Clerk  
 \_\_\_\_\_

Ballot ID	Ballot Status	Ballot Type
1	Received	Ballot
2	Received	Ballot
3	Received	Ballot
4	Received	Ballot
5	Received	Ballot
6	Received	Ballot
7	Received	Ballot
8	Received	Ballot
9	Received	Ballot
10	Received	Ballot
11	Received	Ballot
12	Received	Ballot
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94	Received	Ballot
95	Received	Ballot
96	Received	Ballot
97	Received	Ballot
98	Received	Ballot
99	Received	Ballot
100	Received	Ballot

**Ballot Tracking:** Once a voter has entered their information, they may confirm their ballot has been received and approved by the Elections office.

Home | LiveBallot | Track My Ballot | FAQ | Contact Us

**LiveBallot - Your MOVE Act Solution**  
 presented by Democracy Live

**Your Ballot Status**

You may review your ballot's status in the table below:

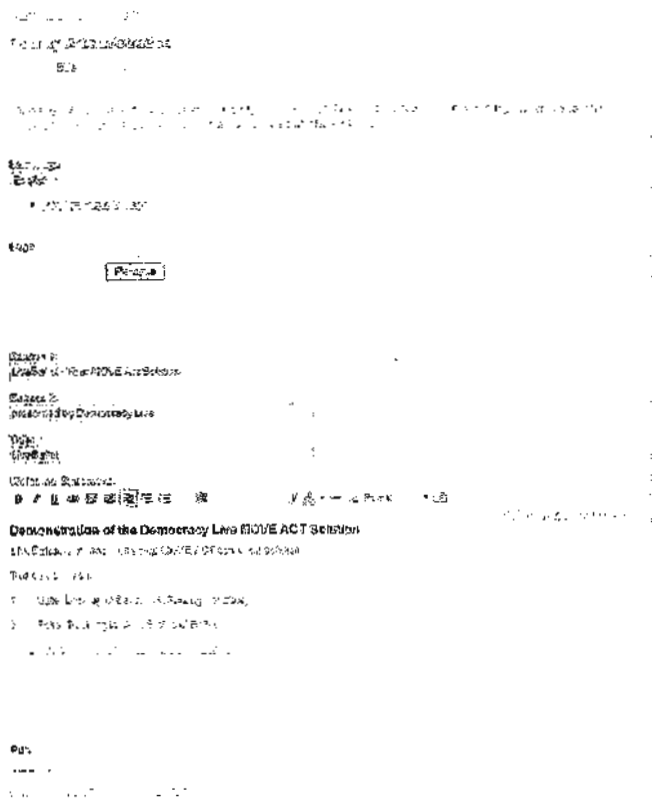
Date	Ballot Status
2/17/10 2:27 PM	Ballot received by Elections Department
2/18/10 3:09 PM	Signature approved

Home | LiveBallot | Track My Ballot | FAQ | Contact Us

### 4.3 Linkability

The LiveBallot administrative tools offer an easy method to quickly add the LiveBallot engine to any Web site, with similar look and feel as the jurisdictions Web site. LiveBallot sites have been successfully linked from County, State, Media and other sites. Administrative set-up often takes under 30 minutes.

***LiveBallot is easily customized by the Jurisdiction to match the look and feel of their website***



#### 4.4 Help Desk Services

The LiveBallot Comprehensive Move Act solution will be supported by our world-class support team, available 24-7/365, when required, beginning on the issuance of the first state specific BPA. This continues the support that current LiveBallot jurisdictions have received over the last twenty elections. Importantly, LiveBallot Support assists both end users (voters) as well as our customers (jurisdictions).

##### 4.4.1 August 19 – October 1, 2010

Monday through Friday, 9:00 am to 6:00 pm EST

##### 4.4.2 October 1 -- November 16

24 hours, 7 days a week

##### 4.4.3 Method of support

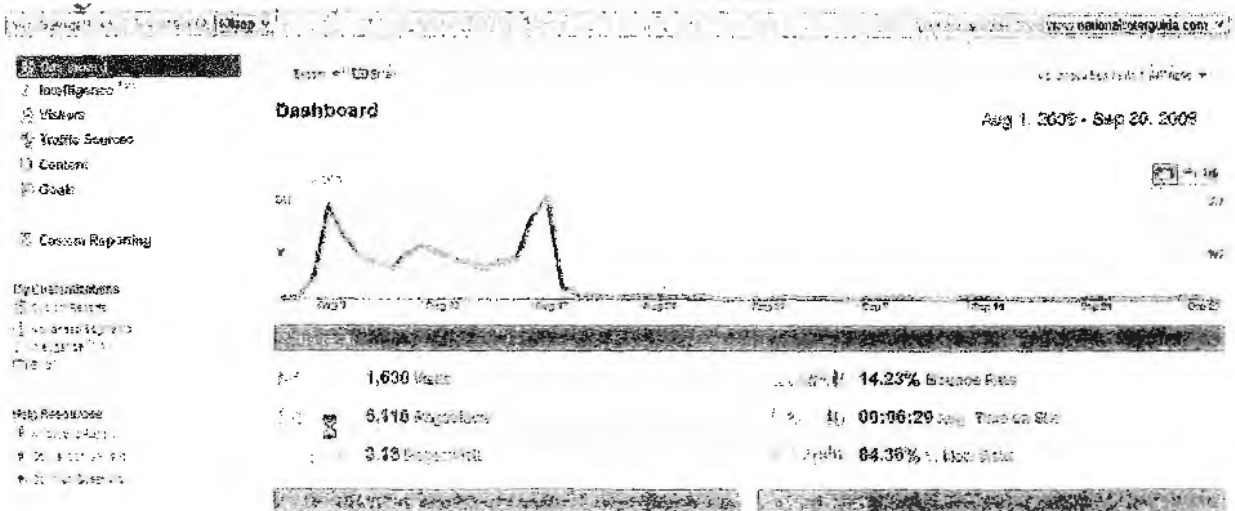
LiveBallot Support includes 24/7 phone, e-mail and online chat support.

##### 4.4.4 Help desk statistics

LiveBallot Support offers a robust volume, resolution and response time tracking system, assuring that all calls are handled quickly and efficiently.

#### 4.5 Wizard Use Statistics

LiveBallot currently offers our customer jurisdictions use statistics, including time spent on the site, time spend on each page, number of unique visits, number of new visitors, geographic location of visitors and many other parameters.



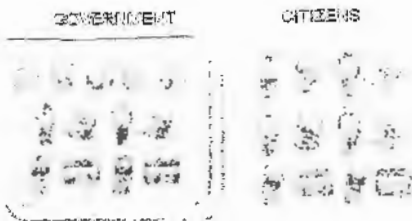
5. LiveBallot is a currently functioning electronic ballot delivery system. Over 20 elections were conducted using LiveBallot in multiple jurisdictions of varying sizes in 2009. Thousands of ballots were electronically delivered accurately and interactively at the initiation of the voter. No action was required on the part of any jurisdiction to deliver individual ballots to individual voters.

It has been our experience that during the busy election period, the last thing an elections office wants is to be burdened with additional responsibilities. LiveBallot ensures that the already busy elections staff need not worry about proactively sending a ballot to any one voter that requests an electronically delivered ballot. Using LiveBallot the voter's ballot is immediately available as soon as the ballots go "live". On-demand availability of the electronic ballot is typically in the best interest of the voter and the jurisdiction.



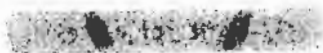
## Microsoft Azure Hosting Platform – Secure, scalable and cost-effective.

LiveBallot is hosted on the Microsoft Windows Azure Platform. The Microsoft Azure platform provides extremely high levels of availability facilitating voters' access to their voter information, regardless of traffic volume and levels of media streaming.



Running applications such as the Democracy Live online voter information wizard on computers located in an Internet-accessible data center (a.k.a. "cloud") offers many advantages. Yet wherever they run, applications are always built on some kind of platform.

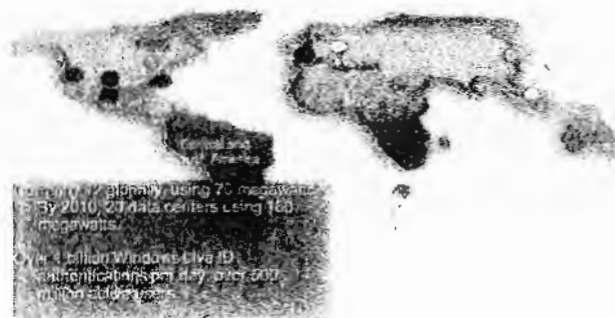
For on-premise applications, this platform usually includes an operating system, data storage, and perhaps more. Applications running in the cloud need a similar foundation.



Microsoft Data Centers

Microsoft's Windows Azure provides this foundation, and runs on computers in Microsoft's secure data centers. The diagram above illustrates Azure's positioning in the LiveBallot solution.

As depicted below, Windows Azure operates in Microsoft Data Centers, the scale and scope of which are illustrated in the following diagram:



Additionally, Democracy Live and Microsoft recognize that a balloting system involving all states, many voting jurisdictions, as well as the FVAP and Department of Defense, will inevitably require integration with other computing systems. Consequently, we'd like to emphasize that the Azure environment is designed to enable

integration. As an open platform, Windows Azure offers choices to developers. It allows them to use multiples languages (.NET, PHP, Ruby, Python or Java) and development tools (Visual Studio or Eclipse) to build applications which run on Windows Azure and/or consume any of the Windows Azure platform offerings from any other cloud or on premise platform.

With its standards-based and interoperable approach, the Windows Azure platform supports multiple Internet protocols including HTTP, XML, SOAP and REST --key pillars of data portability.

From the developer's standpoint, interoperability creates opportunities to combine new Azure cloud-based applications with other platforms. Developers can easily combine applications living on other clouds or on-premise using services offered by the Windows Azure platform. They can also build and enhance applications using their existing skills with the Microsoft Visual Studio development environment and the .NET Framework, or with other development environments like Eclipse. We believe that this will improve efficiency and allow rapid development of capabilities for the system sought by FVAP, and specifically facilitate integration of the Democracy Live application platform with state- or jurisdiction-specific voter registration systems.

One example of future optional integration could facilitate pluggable authentication options. Existing open standard multi-factor authentication tokens, such as the DoD CAC, could be used to access the system.

### Security and Availability

Democracy Live and Microsoft realize the paramount need for security and availability related to ballot and voting information. As such we're providing the following overview of security related to the Democracy Live system and data on the Microsoft Azure environment.

Microsoft enforces physical security controls as part of a broad set of carrier-class data center operations. Carrier-class means very high availability, allowing only a few minutes downtime per year. The data center services achieve carrier-class performance through features such as:

- Physical building security
- Secure physical access for authorized personnel only
- Redundant power supplies
  - Two main power supplies from separate providers.
  - Battery backup
  - Diesel generators (with alternative fuel delivery contracts in place).
- Multiple fiber trunks connecting the data centers for redundancy.
- Climate control to ensure equipment runs at optimal temperature and humidity
- Seismically braced racks were required
- Fire prevention and extinguishing systems that cause minimal disruption to computer equipment
- (b)(4) 24x7 secure access, as well as video camera surveillance and (b)(4)

A further layer of security within the data center is applied to personnel that operate the facility. Access is restricted by job function, so that only essential personnel are authorized to manage customers' applications and services. Authorization requires:

- (b)(4)
- (b)(4)
- (b)(4)

o [REDACTED]

In addition, authorized personnel must have prior approval for all operations and actions with the data center. Any operations that are not already part of established process and procedures are reviewed before they may be executed.

One of the key strategies that Microsoft uses to maintain the confidentiality and integrity of Azure customer data is compartmentalization. Multiple techniques are used to control information flows between the Management Network, Managed Network, and Customer Network including:

- o **Physical separation:** Network segments are physically separated by routers configured to prevent communications between the customer-managed networks and the Management Network, and between the Management Network and the customer's internal network.
- o **Logical separation:** Virtual LAN (VLAN) technology is used to further separate communications between Customer Network and Managed Network segments.
- o **Firewalls:** Firewalls and other network security enforcement points are used to limit data exchanges with systems.

Microsoft has an extensive infrastructure for intrusion detection and DOS attacks. Intrusion detection can be tuned in times of high threat for a service or quickly deployed on a service's traffic. However, when concerning public clouds, customers must understand that the cloud provider does not have detailed knowledge of the customer traffic, so tradition intrusion detection systems will not be as effective.

## APPENDIX 2 – Past Performance Information

Democracy Live, Inc., our technology and solution provider is one of the nation's leading technology firms focused on delivering innovative voting assistance products to empower voters with tools for the 21st century. Past Performance for Democracy Live is presented in the table below.

	Kitsap County Elections	July 2009 - present	
Technical POC:	Dolores Gilmore / Elections Director	<a href="mailto:dgilmore@kitsap.wa.gov">dgilmore@kitsap.wa.gov</a>	360-337-7130
Contract POC:	Dolores Gilmore / Elections Director	<a href="mailto:dgilmore@kitsap.wa.gov">dgilmore@kitsap.wa.gov</a>	360-337-7130
Section 508 compliant LiveBallot precinct-specific ballot delivery system.		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters, approved for Section 508 compliance and funded by HAVA.	
	Pacific County Elections	July 2009 - present	
Technical POC:	Pat Gardner / Auditor	<a href="mailto:pgardner@co.pacific.wa.us">pgardner@co.pacific.wa.us</a>	360-875-9317
Contract POC:	Pat Gardner / Auditor	<a href="mailto:pgardner@co.pacific.wa.us">pgardner@co.pacific.wa.us</a>	360-875-9317
Section 508 compliant LiveBallot precinct-specific ballot delivery system.		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters and approved for Section 508 compliance and funded by HAVA.	
	Pend Oreille County Elections	July 2009 - present	
Technical POC:	Marianne Nichols / Auditor	<a href="mailto:MNichols@pendoreille.org">MNichols@pendoreille.org</a>	509-447-3185
Contract POC:	Marianne Nichols / Auditor	<a href="mailto:MNichols@pendoreille.org">MNichols@pendoreille.org</a>	509-447-3185
Section 508 compliant LiveBallot precinct-specific ballot delivery system.		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters and approved for Section 508 compliance and funded by HAVA.	
	State of Washington- (on behalf of WA counties)	July 2009 - present	
Technical POC:	Shane Hamlin – State Deputy Elections Director	<a href="mailto:shamlin@secstate.wa.gov">shamlin@secstate.wa.gov</a>	(360) 902-4180
Contract POC:	Shane Hamlin – State Deputy Elections Director	<a href="mailto:shamlin@secstate.wa.gov">shamlin@secstate.wa.gov</a>	(360) 902-4180
Washington State Administrator for HAVA funded e-Ballot delivery and e-voter guide project		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters and approved for Section 508 compliance and funded by HAVA.	

	Kititas County, WA	July 2009 - present	
Technical POC:	Jerry Pettit – County Auditor	<a href="mailto:jpettit@co.kittitas.wa.us">jpettit@co.kittitas.wa.us</a>	509-962-7687
Contract POC:	Jerry Pettit – County Auditor	<a href="mailto:jpettit@co.kittitas.wa.us">jpettit@co.kittitas.wa.us</a>	509-962-7687
Section 508 compliant LiveBallot precinct-specific ballot delivery.		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters and approved for Section 508 compliance and funded by HAVA.	

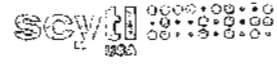
	Walla Walla County, WA	July 2009 - present	
Technical POC:	Karen Martin – County Auditor	<a href="mailto:elections@co.walla-walla.wa.us">elections@co.walla-walla.wa.us</a>	509-524-2530
Contract POC:	Karen Martin – County Auditor	<a href="mailto:kmmartin@co.walla-walla.wa.us">kmmartin@co.walla-walla.wa.us</a>	509-524-2530
Section 508 compliant LiveBallot precinct-specific ballot delivery.		Relevance to FVAP Project is the proven ability to deliver a complete web based precinct and voter specific ballot delivery system, accessed by voters and approved for Section 508 compliance and funded by HAVA.	

**Vexcel Corporation**, the prime contractor, is a wholly owned subsidiary of Microsoft operating as an independent entity. Vexcel has more than 20 years' experience doing business directly with the federal government. Vexcel has established itself as a world leader in engineering and IT professional services, with a staff of program manager, software engineers, scientists, and technicians who are highly qualified in their respective fields and bring a depth of experience to a wide variety of Systems Administration, Database design, Programming Services, and IT Projects. Past Performance for Vexcel is presented in the table below.

	W9132V-04-C-0004	Nov 2003 to Feb 2006	\$729,445
Technical POC:	Harry Puffenberger	<a href="mailto:Harry.B.Puffenberger@erdc.usace.army.mil">Harry.B.Puffenberger@erdc.usace.army.mil</a>	703-428-6763
Contract POC:	Mary Pardo	<a href="mailto:Mary.L.Pardo@erdc.usace.army.mil">Mary.L.Pardo@erdc.usace.army.mil</a>	(703) 428-7488
Design, develop, and implement software modules to automate fusion of digital elevation models, including training and documentation		Relevance to FVAP Project is seen by Vexcel having the expertise and knowledge to Administer, Train, Document IT contracts over multiple years.	

	FA8750-06-C-0020	April 27 2006 to April 26 2008	\$730,224
Technical POC:	Kevin Flanagan	<a href="mailto:kevin.flanagan@rl.af.mil">kevin.flanagan@rl.af.mil</a>	315-330-1846
Contract POC:	Rebecca Willsey	<a href="mailto:Rebecca.Willsey@rl.af.mil">Rebecca.Willsey@rl.af.mil</a>	315-330-4710
Develop an unattended Ground System that provides Persistent Surveillance where it is deployed. Integrating hardware and software.		Relevance to FVAP Project is seen by Vexcel having the expertise and knowledge to Develop military grade software, Integrate systems, and Administer large databases.	

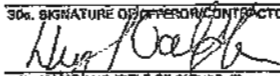
	HM1582-05-C-0017	Dec 14 2004 to March 31 2007	\$710,586
Technical POC:	Thomas Carson	<a href="mailto:thomas.carson@nga.mil">thomas.carson@nga.mil</a>	703-735-3898
Contract POC:	Eric Rauch	<a href="mailto:eric.rauch@nga.mil">eric.rauch@nga.mil</a>	703-735-3920
Advanced Target Monitoring Change Detection		Relevance to FVAP Project is seen by Vexcel having the expertise and knowledge for Administering high level analysis and database design.	



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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF 41
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	8. ORDER NUMBER	5. SOLICITATION NUMBER HQ0566-10-Q-0018	6. SOLICITATION ISSUE DATE 3/16/2010	
7. FOR SOLICITATION INFORMATION CALL: a. NAME Steven Hamilton			b. TELEPHONE NUMBER <i>File collect calls</i> 703-607-3820	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL ST. ARLINGTON, VA 22240			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (81A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A at this time		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL ST., ARLINGTON VA 22240	CODE: HQ0117		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFR <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/OFFEROR CODE: 5N7U0 FACILITY CODE:	18a. PAYMENT WILL BE MADE BY DFAS IN INVP DOD INITIATIVE 8899 E 56TH ST INDIANAPOLIS IN 46249-1505		CODE: HQ0600		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			19a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE ATTACHED PAGES					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
26. ACCOUNTING AND APPROPRIATION DATA			28. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print) Hugh Gallagher Managing Director		30c. DATE SIGNED 29 Mar 2010	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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Prescribed by GSA - FAR (48 CFR) 53.212



19. ITEM NO.	30. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32c. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	43a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YYMM/DD</i> )
	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

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## 1 Introduction

Scytl USA LLC (CAGE 5N7U0 / DUNS 831633651) is pleased to provide this response to the Federal Voting Assistance Program (FVAP) COTS Product, Solicitation Number HQ0566-10-Q-0018. Scytl USA and its parent company Scytl Secure Electronic Voting S.A. (NCAGE 950BB / DUNS 462208054) will be collectively referred to as "Scytl."

Scytl is a software company specializing in the development of election modernization solutions, including secure and reliable online voting and election management solutions; Scytl has proven experience in the specific requirements requested under this solicitation. Scytl is a registered vendor with the U.S. Election Assistance Commission, and enjoys the distinction of being the only company in the U.S. to have its internet/online voting technology tested and certified by a State (Florida) and utilized successfully during the 2008 U.S. Presidential election.

Scytl is an ISO 9001:2000 certified company with well documented and strictly adhered to business and quality assurance policies and procedures oriented around our core competency: secure and reliable online voting technologies.

In accordance with FAR 52.212-3, Scytl USA attests that it has completed its annual representations and certifications electronically at the ORCA website. The representations and certifications currently posted electronically have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation) as of the date of this offer and are incorporated in this offer by reference. In accordance with DFARS 252.212-7000, SCYTL USA represents that it does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Scytl USA acknowledges the solicitation's two (2) amendments to HQ-0566-10-Q-0018 released March 20, 2010 (Amendment 01) and March 24, 2010 (Amendment 02).

Scytl USA acknowledges and will fully comply with Section C – Clauses (Clauses Incorporated by Reference) as identified in the solicitation. In addition, Scytl USA is an equal opportunity employer and fully adheres and subscribes to all federal laws pertaining to this subject.

All inquiries to this response should be directed to Mr. Hugh Gallagher, Managing Director, Scytl USA LLC. Mr. Gallagher is responsible for all questions related to content contained in this document. His direct number and email is 804.363.8201 / [Hugh.Gallagher@scytl.com](mailto:Hugh.Gallagher@scytl.com).

The Scytl response to the RFQ will provide information on our current, existing product – Pnyx.SecureBallotWizard (Pnyx.SBW) – that can be used to meet the objectives of the Federal Voting Assistance Program.

Package Contents	Location
Solicitation Number	H00566-10-Q-0018
The time specified in the solicitation for receipt of offers	March 30, 2010 - 4:30PM EST
Name, Address, and Telephone number of Vendor	<p>Scyt USA LLC                      Hugh Gallagher, Managing Director                      6012 Glen Abbey DR, Suite 111                      Richmond, VA 23059                      804.368.8201 (H)                      804.360.8445 (F)</p>
Technical Proposal (limited to 15 pages)	See Section 2
Past Performance Information	See Section 3
Online Wizard Instructions	See Section 4
A completed copy of the representations and certifications at FAR 52.212-3 and DFARS 252.212-7000	Scyt USA has completed its annual representations and certifications electronically at the ORCA website
Acknowledgement of Solicitation Amendments	See Introduction

## 2 Technical Proposal

Scyt!'s Pnyx.SecureBallotWizard (Pnyx.SBW) solution is a Ballot Transmission and Online Marking tool that completely fulfills the requirements set forth in Solicitation HQ0566-10-Q-0018. Along with this core solution, Scyt! is including a tracking module, an automated receipt module, an audit module, and ballot choice barcode functionality as optional additions to Pnyx.SBW at no additional cost.

Pnyx.SBW offers two functionality sets: one for the Local Election Official (LEO) and one for the voters. For the LEO, Pnyx.SBW offers:

An Internet-based statewide tool to facilitate the configuration and customization required for importing ballot contents and instructions from election management systems at both the State and local level. The Pnyx.SBW Import and Reporting tool provides an easy to use import capability that eliminates the need to re-key/enter information from one system to another and allows for the seamless movement of data between systems. Pnyx.SBW accepts data in a number of formats including VIP XML, OASIS EML, and other XML based formats as well as ASCII. The data entered at the local level will then be aggregated into the statewide wizard that is published for use by the state's voters. In addition, the Import and Reporting tool can generate customizable reports to assess system statistical information. This tool has been carefully designed to ensure a very simple, although powerful, user experience despite the use of specialized security measures.

For the voter, Pnyx.SBW offers:

A universally accessible, front-facing wizard that

- allows the voter to obtain their correct ballot by entering their US residence address;
- provides the voter the option to receive a blank ballot or to mark their ballot on screen;
- allows the voter to download the blank and/or onscreen marked ballot for immediate printing or saving on their desktop for printing later – it will also allow for the completed ballot to be returned via email if a state allows;
- provides all state required forms and envelopes for return;
- is fully compliant with Section 508 of the U.S Rehabilitation Act of 1973 (as amended); and
- provides a clear process flow which further facilitates the correct completion of the ballots, ensures compliance with specific election legislation, and prevents involuntary errors.

A key advantage to Pnyx.SBW is that the system can be centralized and shared by many Interested States and jurisdictions. This approach eliminates redundancy in terms of infrastructure, personnel and cost. Furthermore, a state level license for Pnyx.SBW can be used by all its local jurisdictions at no additional fee, regardless of how many jurisdictions there are in the state.

Whether deployed for a multi-state group or by an individual State, Pnyx.SBW ensures that each state's information is separated from another and each participating jurisdiction has control over its respective election process. LEOs can upload address files, assign ballots to address ranges, upload ballot content information, define contact details and return addresses, and many more election administration tasks based on the optional Pnyx.SBW modules selected.

Optional modules of Pnyx.SBW that can be selected at no additional cost include tools for the LEO to track the materials sent/received by voters (e.g. FPCAs, mailed ballots, etc) and interact online with the voter. Another option exists to print a ballot choice barcode encoded with the selected ballot options of the voter with the ballot. This option is activated in the demonstration system prepared for the solicitation response. With this module, the LEO will have the capability to scan the ballot choice barcode upon return of the ballot and convert the ballot into an electronic format such as VIP XML or EML. This information could then be used by a different application to automatically duplicate the ballot on to an optical scan ready ballot that will save time, money, and eliminate traditional ballot remarking errors.

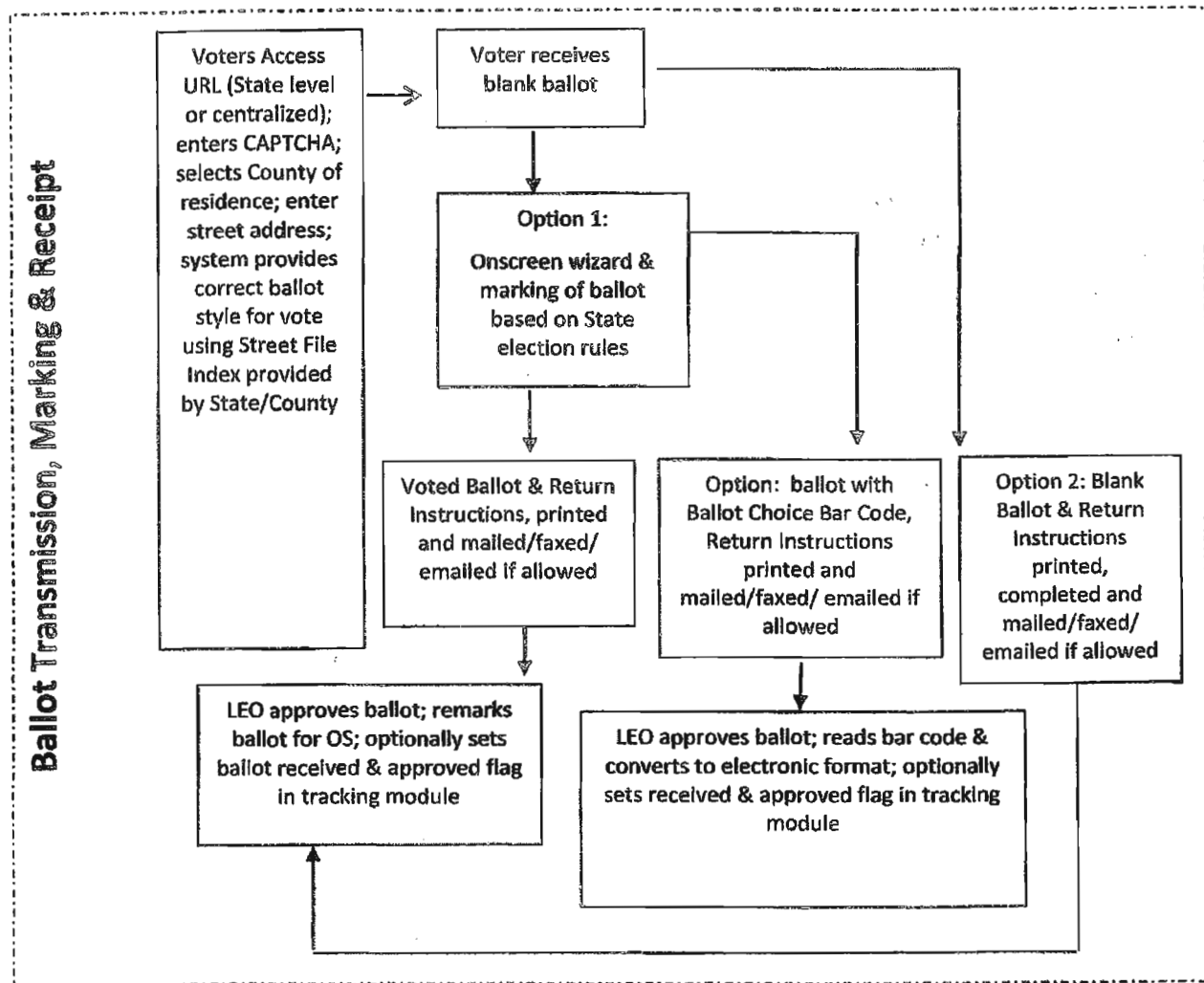
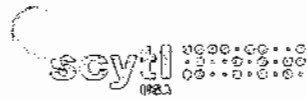


Figure 1 - Pnyx.SecureBallotWizard Ballot Transmission, Marking & Receipt Process Flow



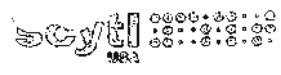
## 2.1 Requirements Compliance

The table below includes the responses to all the requirements stated by FVAP in Section D, RFQ HQ0366-10-Q-0018 Amendment 01 & 02.

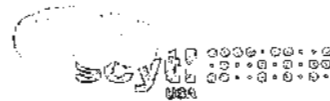
	Compliance	Response to requirement
<p>1. Background</p> <p>Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.</p>		
<p>Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots.</p>	Yes	<p>Scytll has extensive experience in and knowledge of State, territory and District of Columbia election laws relative to military and overseas voters. We have worked closely with the US federal government as well as State governments on issues relative to military and overseas voters. We are actively participating in the US Uniform Law Commission efforts to develop enhancing legislation for overseas voters.</p>
<p>2. Purpose</p> <p>The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:</p>		
<p>2.1. On-line marking of an absentee ballot for all federal, state and local elections for participating voter's precinct</p>	Yes	<p>Pnyx.SBW provides onscreen marking of voter's precinct specific ballot by first prompting the voter for the US residence address which is matched against a locality street file index to determine the appropriate precinct specific ballot style. The voter is then able to mark one's ballot including all federal, state, and local elections. See Section 4 for more details.</p>
<p>2.2. Hard-copy print-out of the voted ballot with all voter markings populated on the printed ballot</p>	Yes	<p>Voter selections are populated onto the voter's ballot which is formatted for a standard letter-size printer once the voter has completed the onscreen marking. The ballot is generated as a PDF file with an optional barcode to store the ballot content for easy transfer to electronic form.</p>
<p>2.3. On-line delivery of blank (unmarked) ballot for voter print-out and hand marking</p>	Yes	<p>The Pnyx.SBW wizard prompts the voter to either receive a blank ballot or to mark a ballot onscreen. If the voter selects blank ballot, the wizard will take him to his return options where he is able to print his blank ballot along with return</p>



			instructions, envelope templates, affidavit, and fax cover sheet (where applicable).
2.A.	State-specific casting and return instructions	Yes	If the onscreen marking option is selected, the voter will be presented their ballot with state-specific casting rules (e.g., straight-party, X of Y candidates selection; write-ins, etc.) invoked. A summary screen of selected options is also presented with ability to change selections prior to printing. All required return instructions and materials are provided in accordance with state law.
3.	Scope		
3.1.	This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.		
3.2.	Delivery and online marking (or delivery of blank ballot) will be available at least 45 days prior to the November 2010 general election	Yes	System will be fully tested and functional in accordance with the requirements in Section 4 of the Solicitation along with additional state-specific requirements by 45 days prior to the 2010 general election.
3.3.	Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31, 2011	Yes	Scytl will provide a complete services package to obtain viable wizard functionality, including project management, testing, and technical and functional support throughout the lifecycle of Pnyx.SBW (until January 31, 2011) including deployment, operation, and decommission.
3.4.	Hosting will be at the contractor's location	Yes	A US based Tier III or higher data center with complete redundancy, robust Internet connectivity, and full security will be provided. All project related activities will be managed directly by Scytl personnel.
4.	Requirements and Tasks		
4.1.	Technical Objectives.		
4.1.1	Portal Services – Wizard must be publicly accessible through the Internet and be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended	Yes	Pnyx.SBW is an Internet based, universally accessible wizard designed to aid UOCAVA voters in receiving the correct precinct specific ballot accurately and quickly. The system is fully compliant with Section 508 of the U.S. Rehabilitation Act of 1973 and works with commercially available Internet based screen readers and tools. See Section 4 for more details on the Pnyx.SBW Ballot Transmission and Online Marking Wizard.
4.1.2	Secured data submission and form upload – Wizard must provide secure transmission and ensure privacy of all voter	Yes	Pnyx.SBW utilizes the HTTPS protocol which establishes an encrypted channel between the voter's web browser and the server using the SSL/TLS session layer protocol. This provides confidentiality and integrity for all voter and ballot

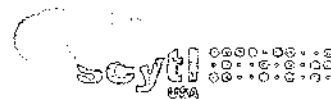


	and ballot information		<p>Information while in transit. Furthermore, HTTPS provides server authentication through the utilization of a trusted Certificate Authority. The selected web domain names will be registered with Verisign or another trusted Certification Authority, which allows its authenticity to be verified seamlessly by the voter's web browser.</p> <p>The Pnyx.SBW is hosted by and accessed from a secure, Tier III data center. This data center provides complete redundancy and protection from incidental and intentional threats such as physical intrusion or internet based attacks.</p> <p>The system also has an established access control matrix for LEOs which is enforced by a password login and limits control to only the appropriate information. Note: No voter will have to provide any authenticating information.</p> <p>Also, there will not be geo-locating of an individual and a Captcha is used to prevent automated scripts from generating a Denial of Service attack against the system.</p>
4.1.3	Data interoperability – Vendor must use election data provided by the States, or local jurisdictions in of the preferred formats cited	Yes	<p>Pnyx.SBW is designed to be fully compliant with all common and practical data interface protocols at each boundary of the system: import of election data, export of statistics, etc. Pnyx.SBW support includes but is not limited to VIP XML, OASIS EML, and other XML based formats as well as ASCII. Scytel also has extensive experience working with exports from a variety of vendors.</p>
4.1.4	Voter verification and ballot control – All wizards must be accessible and usable without having to log in or provide means of identification	Yes	<p>The appropriate ballots are provided to anonymous voters by means of US residence address matched against street file index (district/precinct relationship). No voter is required to enter any identifying information other than this address.</p>
4.1.5	Ballot return – Wizard must provide the citizen complete jurisdiction instructions for return of the marked ballot	Yes	<p>In either the online marking option or blank ballot delivery option, when the voter prints the ballot (marked/unmarked), all required information will be provided in PDF form inside a zip file that is downloaded from the Wizard. This information will include instructions, voting information (return address and local jurisdiction contact information), envelope templates, fax cover sheet (where return by fax is allowed by law), appropriate affidavit, and any other applicable documentation based on the voter's voting residence.</p>
4.3.	Wizards must linkable from FVAP website as a point of referral, but can also be linked independently	Yes	<p>If accessed via FVAP link, the first page will prompt the voter to select the US residence state before being taken to state specific page. Here, the voter will select a county/voting jurisdiction, enter the US residence address and begin to go through the wizard.</p> <p>The Wizard is also capable of being embedded inside another website or posted independently through a unique URL. If a state-specific wizard is accessed independent of the</p>



			FVAP website, the voter is taken directly to where they can select the appropriate voting jurisdiction for that state.
4.4.	Help desk services will be provided for voters and election officials.		
4.4.1.	Help desk will be available M – F from 9:00am to 6:00pm EST between August 19 to October 1, 2010	Yes	Help desk will be available Monday to Friday from 9:00am to 6:00pm EST between August 19 to October 1, 2010. The Help Desk located in the US, will be manned by experienced and trained personnel to support project requirements.
4.4.2.	Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010	Yes	Help desk will be available for the required times 24 hours a day, seven days a week, from October 1 through November 16, 2010
4.4.3.	Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing on-line chat linked to the wizard	Yes	Help desk will be available through telephone and e-mail, as well as through an on-line chat linked to the wizard. The size of the help desk staff will be dimensioned based on the number of potential users expected by the State.
4.4.4.	Maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request	Yes	<p>Scytl will deploy a tracking tool to operate the help desk. This tool will allow managing of all incoming help requests regardless of the channel used by voters and election officials, keeping track of them, their evolution and resolution.</p> <p>This tool will also allow Scytl to generate multiple statistics on the process, including call volume, resolution times, response times, incident category, need to scale up to second support level, etc.</p> <p>These statistics will be made available to FVAP upon request.</p>
4.5.	Collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location; dates of access and completion.	Yes	<p>Pnyx.SBW keeps record of the main activities done by the system, which can be mined to obtain different statistics on multiple areas/actions, including:</p> <ul style="list-style-type: none"> <li>• Number of accesses to the system</li> <li>• Number of blank ballots downloaded</li> <li>• Number of ballots attempted and ballots completed</li> <li>• Accesses by date and time</li> <li>• Date of completion</li> <li>• Technical details about visitors/voters (i.e. type of web browser)</li> <li>• Time required to complete a ballot</li> <li>• Most visited pages/sections</li> <li>• Other</li> </ul> <p>Most of the previous statistics would be available for the whole platform and per jurisdiction</p> <p>Besides the previous statistics automatically gathered by the system, Scytl would be able to provide results from post-</p>

			voting surveys which voluntarily can be filled out by voters (if the state chooses to implement the 'survey' option provided by Pnyx.SBW). Since Pnyx.SBW does not automatically gather user location information as this poses a security risk to the deployed military, the voter is asked here to voluntarily provide their location. The demonstration system provided to FVAP for evaluation includes a sample survey.
5.	Deliverables		
5.1.	Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination.		
5.2.	The following dates must be met by the vendor, based on days after BPA Call order award:		
5.2.1.	BPA Call Order Award +15 days: Instructions to State	Yes	Scytl has all required resources (personnel, technology and infrastructures) to meet this milestone's deadline.
5.2.2.	BPA Call Order Award +30 days: Initial User Acceptance Testing	Yes	Scytl has all required resources (personnel, technology and infrastructures) to meet this milestone's deadline.
5.2.3.	BPA Call Order Award +60 days: Final User Acceptance Testing	Yes	Scytl has all required resources (personnel, technology and infrastructures) to meet this milestone's deadline.
5.2.4.	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010: Fully populated Ballot Available	Yes	Scytl has all required resources (personnel, technology and infrastructures) to meet this milestone's deadline.
5.3.	System availability to meet operational requirements shall conform to the following timelines:		
5.3.1.	During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.	Yes	<p>Scytl is providing a Tier III data center with specific support for IT infrastructure, communications and software application that allows a resolution time for system availability problems of four or less hours from recognition of the system problem.</p> <p>The detection of the problem will occur via an Incident reported by affected voters/election officials, and/or via the active system monitoring that Scytl will have on the platform.</p> <p>The Service Level Agreement described above for system availability problems resolution will be available during the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier.</p>
6.	Term of the BPA(s)		
	Form date of BPA award through January 31, 2011.	Yes	Scytl will continue performance as required through January 31, 2011.
7.	Performance requirements Summary (PRS)		
7.1.	Requirements are summarized	Yes	Scytl recognizes the importance of performance



	into performance-based objectives related to mission essential items. The performance standard describes the minimum acceptable levels of service required for each task.		measurements; its technology, processes and personnel are strictly oriented to achieving required FVAP and State performance objectives.
7.2.	Vendor performance will be measured on FVAP, State, and voter satisfaction	Yes	Survey instruments will be used to establish voter satisfaction levels with the provided system and processes. FVAP and State satisfaction will be measured based on quantitative and qualitative metrics to be agreed upon, such as performance statistics and Service Level Agreement compliance.
8.	Quality Assurance (QA)		
8.1.	This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor's performance.		
8.2.	Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.		
8.3.	Government Resources: The following definitions for Government resources are applicable to this plan:		
8.3.1.	Contracting Officer: A person duly appointed with the authority to enter into, administer or terminate contracts and make related determinations and findings on behalf of the Government	Yes	Scytl understands the role of the resource as defined.
8.3.2.	Contracting Officer's Representative (COR): An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in written letter of designation	Yes	Scytl understands the role of the resource as defined.
8.4.	Responsibilities: Government resources shall have responsibilities for the implementation of this QAP as follows		
8.4.1.	Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the	Yes	Scytl understands the responsibilities of the resource as defined.

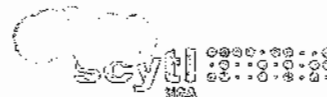
	<p>interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.</p>		
8.4.2.	<p><b>Contracting Officer's Representative (COR) –</b> The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.</p>	Yes	Scytl understands the responsibilities of the resource as defined.
8.5.	<p><b>Quality Assurance:</b> The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:</p>		
8.5.1.	<p><b>Quality Level:</b> By monitoring the contract the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards for BPA Calls are specified in the PRS of this contract, and will be further specified in specific BPA Call orders.</p>	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level.
8.5.2.	<p><b>Frequency:</b> During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the PRS, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.</p>	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level at the Frequency requested by the COR.
8.5.3.	<p><b>Management Responsiveness:</b> The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the PRS. The COR will document and report whether the contractor has satisfactorily met all requirements.</p>	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level and management responsiveness.
8.6.	<p><b>Evaluation Methods:</b> The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:</p>		

	inspectors. The COR will ensure 100% documentation reviews. State Inspections and reports required in paragraphs 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be disseminated to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.	Yes	Scytl will collaborate with the COR to facilitate the evaluation by providing all required documentation and reports to the COR, accurately, completely and in a timely manner.
3.7	Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.		
3.7.1	Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level by supporting the review of customer feedback from States and voters, when required, Scytl will work together with the COR to correct performance deficiencies.
3.7.2	100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level by allowing 100% inspection of documentation.
3.7.3	Periodic Inspection – Periodic inspections shall be performed by the designated COR and the FVAF office as stated in this QAP and in accordance with the PRS.	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level during the Periodic inspections, as stated in this QAP and in accordance with the PRS.
3.7.4	Monitoring – Monitoring shall be performed by the designated COR and the FVAF office as stated in this QAP and in accordance with the PRS.	Yes	Scytl will collaborate with the COR to facilitate the monitoring of the Quality Level by supporting the COR to do a thorough monitoring of the systems as stated in this QAP and in accordance with the PRS.
3.8	Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:		
3.8.1	Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 3.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.	Yes	Scytl has all required resources (personnel, technology and infrastructure) to fully meet quality standards within the specified timeframe.
3.8.2	Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the	Yes	Scytl understands its deliverables will be subject to quality review and will fully meet quality standards for accuracy, lack of errors, completeness, and adherence to





			performance within the agreed levels.
9.	<b>Place of Performance</b> Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed LAW JTR. Allowance for travel will be delineated in individual Call Orders.		
	There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia	Yes	Scytl personnel will be available onsite as required.
10.	<b>Security</b> All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.		
	Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.	Yes	Scytl personnel assigned to the project will meet all standards of conduct required as well as security requirements directed by FVAP and/or respective States.
11.	<b>ACO/PCO Direction</b> Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.		
	If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.	Yes	Scytl will comply with this requirement.
12.	<b>Points of Contact</b>		
12.1.	Contracting Officer Janet Carlson Phone: 703 602 5280		Scytl USA Contact Hugh Gallagher, Managing Director Scytl USA



	Email: Janet.Calison@bta.mil	6012 Glen Abbey DR Suite 1L Richmond, VA 23059 Phone: 804.363.8201 Email: Hugh.Gallagher@scytl.com
12.2.	Contracting Officer's Representative (COR) ____ TBD on each BPA Call order ____ Phone: _____	Scytl USA Contact Hugh Gallagher, Managing Director Scytl USA 6012 Glen Abbey DR Suite 1L Richmond, VA 23059 Phone: 804.363.8201 Email: Hugh.Gallagher@scytl.com

## 2.2 Demonstration of Capabilities

To assess the capabilities of Pnyx.SBW system, visit the demonstration system set up for fulfilling the three use cases defined in the RFQ at this URL:

<http://demo.scytl.com/fvap>

The demonstration system is compliant with Section 508 of the U.S. Rehabilitation Act of 1973 as verified with the TotalValidator.com tool.

You will need a web browser to access the site and review the use cases following the on-screen instructions. Your browser must support SSL connections due to security requirements (the URL will redirect you automatically to <https://demo.scytl.com/fvap>).

See Section 4 for more details.

## 2.3 Optional features included in the offer

The list below includes several optional features included in Scytl's base offer that requesting States could use at no additional cost based on their specific needs. Notice that we do not include any FPCA/FWAB related feature (which can be supported by Pnyx.SBW), as it can be covered by FVAP's own platform or other third party platforms.

### 2.3.1 Tracking System

This optional module would allow election officials and voters to track the status and progress of voting materials including ballot requests, ballot delivery, and ballot return. Furthermore, it would also allow election officials to directly communicate to voters through a secure messaging service, thus enabling a dialogue which can help many voters with the process and enable them to receive clarifications from or correct misunderstandings with the LEOs before sending their ballots.

To accomplish the tracking and messaging features of the module, the option to create voter accounts will be enabled. This module will allow voters to create accounts or to still receive a ballot by address alone. Those who choose to create an account will be able to update and track their status as well as send and receive messages with their LEOs. The status includes "Ballot Request Received", "Ballot Sent", and "Ballot Received". This functionality's greatest advantage is that



each voter will be made aware of when his/her ballot reaches the LEO. This LEO can update the status manually or the status can be updated automatically through an interface with the LEO's Voter Registration system.

Please note that even when voter accounts are enabled, no clear-text ballot selections will ever be associated with the voter's personal information and both will be protected by Pnyx security technology using FIPS compliant cryptographic mechanisms.

### 2.3.2 Automated Receipt Tracking

This optional module will be very useful for those jurisdictions which receive many absentee ballots by mail. This module is an add-on to the Tracking System module above that includes, as an additional feature, the printing of a barcode on the voter's affidavit that is produced by the Pnyx.SBW system. This barcode contains the voter's ID and would then enable the LEO to use a barcode scanner to scan and automatically record the receipt of that voter's ballot upon receipt. The tracking system will be automatically updated with this information and the voter will be expeditiously made aware that his ballot was received.

This optional module will require that voter opt to create an account (as with the Tracking System above) in order to create the barcode containing their voter ID. Through the Pnyx specialized security protocols, however, no personal or ballot data will ever be compromised or juxtaposed and the voter's right to cast a private ballot is not infringed upon.

### 2.3.3 Audit Module

The proposed solution includes an optional component which facilitates any potential audit process on the platform. With this module, the platform's main actions are recorded in special log files, which are protected by cryptographic means to detect any manipulation. The recorded main actions include uses of the system, ballot completion, survey competitions, etc. Therefore, it is very easy to validate the actions performed by the platform in front of a State or any other third party, thus facilitating any audit process and increasing the transparency of the system.

### 2.3.4 Ballot Choice Barcode (BCB) Module

Since voters will likely be limited to printing on standard letter size printers or non-U.S. standard paper size and weight, ballots will never return in a manner that can be read by an optical or digital scanner. This optional module will be very useful in many jurisdictions as it would remove the need to duplicate received UOCAVA paper ballots to optical scan (OS) readable ones by election officials. This module would facilitate this process as follows:

1. When a voter marks onscreen a ballot, he/she will get a paper copy of the selected options in human-readable form, plus the same options encoded in a two-dimension bar code (this optional feature is included in base system).
2. When the election official receives the ballot and checks its validity, he/she will use a barcode reader plus Scytel's barcode tool to scan the ballot. The options contained in the ballot will be understood by the tool, and automatically stored in the system in a common data format (EML or VIP XML).
3. The election officials could then choose how to best use this information. Two options include taking the data and automatically duplicating it onto an OS readable ballot or automatically tabulating results based on the electronic form of the ballots (where allowable by Law). These optional features to automatically duplicate the ballots are products that Scytel can offer to States at an additional cost and outside the scope of the current RFQ response.

This approach would allow election officials to greatly streamline the tabulation process for these kinds of ballots while protecting the integrity of the voters' choices.

### 2.3.5 Survey

Another optional feature included in Scytel's offer is to ask the platform's users to complete a voluntary and anonymous survey to gather their feedback. This survey will be completely customizable for each customer. With users' feedback, the State and the FVAP will be able to obtain valuable statistics which could be used to improve the service. Figure 7 shows a sample survey.

### 3 Past Performance Information

Scyt is a software company specializing in the development of electoral modernization solutions, including secure and reliable electronic voting and election management solutions. These solutions incorporate unique cryptographic protocols that enable election administrators to carry out all types of election processes and elections in a completely secure and auditable manner. Scyt's advanced election security technology positions the company as a worldwide leader in the e-voting and electoral modernization industries.

Scyt was formed as a spin-off from a leading research group at the Autonomous University of Barcelona (Spain). This group has pioneered the research on e-voting and election management security in Europe since 1994 and has produced significant scientific results, including 35 scientific papers published in international journals and the first two European Ph.D. theses on electronic voting security, by Prof. Joan Borrell and Scyt's founder Dr. Andreu Riera (in 1996 and 1999, respectively). The US branch of Scyt, Scyt USA LLC has worked on several elections in Florida, Nevada, Texas, Virginia and Washington among other states and, therefore, has a deep understanding of U.S. electoral processes and requirements.

One of Scyt's key differentiators is its unique election security technology, which derives from over 16 years of pioneering R&D and is protected by a portfolio of international patents. The groundbreaking cryptographic protocols developed by Scyt provide elections with the highest levels of security, in terms of voters' privacy, ballot box integrity, and voter-verifiability. Around this core security technology, Scyt has developed Pnyx, a family of solutions that address all the segments within the election market. This innovative technology has received numerous international awards, including the prestigious ICT Prize granted by the European Commission, the RedHerring 100 granted by RedHerring magazine and the Global Innovator granted by The Guildware Group.

Scyt has customers both in the public and private sectors. The former are local, State (regional), and federal governments which license Scyt's e-voting products to carry out their elections, referenda and voter registration processes by electronic means. The latter are large corporations and organizations that choose Scyt's technology to carry out by electronic means electoral/consultation processes such as labor union elections or shareholders' meetings. Some of these customers represent leading references in the electoral modernization field (e.g., governments in United Kingdom, France, Norway, Spain, Switzerland, Austria, Philippines, Argentina, Mexico, Finland, United States, and Australia). Scyt's products have been successfully used in multiple projects worldwide, some of which represent breakthrough projects for the electoral modernization industry.

Scyt's headquarters are located in Barcelona, Spain, with offices in Singapore, Slovakia and Greece.

Scyt USA LLC headquarters are located in Richmond, VA.

#### 3.1 References Table

Although Scyt has implemented Internet-based election management and voting products in multiple elections worldwide, below we have selected only a sample of those references. The selected references are relevant for this project since they directly relate to absentee voters, involve the online marking of ballots following customer specific rules and provide accessibility features to allow blind voters to make their vote selections independently.

Project Name	Project Information	
Okaloosa Distance Balloting Pilot	Contract Number	N/A
	Period of	September 2007 - November 2008

<b>(ODBP)</b> <b>Okaloosa</b> <b>County, FL USA</b>	Performance	
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	<p>After a thorough search for an online voting provider, the County of Okaloosa (Florida) selected Scytll's Pnyx to allow its absentee voters (UOCAVA) to cast their ballots using computers connected through the Internet from different kiosk sites in several countries for the 2008 U.S. Presidential election. The project was approved by the Florida Secretary of State after amendments in the existing legislation on elections in the State of Florida were approved; the system was tested and certified by the State of Florida; the votes cast through the system were binding. The system provided onscreen marking of ballots invoking State election rules and providing a paper print out of ballot selections by the voter</p>
	Relevance to FVAP Project	<p>In this project, Scytll provided an Internet-based solution that allowed voters to make their selections on a computer display, review their selections, and print out a paper record with their choices. The ballots included races for Federal, state and local offices. The system also included an interface with the Premier GEMS election management system to obtain the ballot contents and match voters to the correct ballot style based on voter registration data. The system also printed out voter affidavits and the voter interface enforced Florida State election rules. In summary, this project presents significant similarities with FVAP's project and proves Scytll's competence and experience in complying with U.S. electoral rules and regulations.</p>
<b>Ministry of</b> <b>Foreign</b> <b>Affairs</b> <b>France</b>	Contract Number	N/A
	Period of Performance	January 2009 – June 2009
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	<p>The French Ministry of Foreign Affairs selected Scytll, in partnership with Atos Origin, to offer a secure online voting platform to the French citizens living overseas. In May and June 2009, all French voters residing in Africa and Americas were able to mark votes on screen over the Internet and then transmit them electronically to elect their representatives in the Assembly of the French living abroad (AFE), which directly elects 12 senators representing the French living abroad. This was a high-profile project in France and Scytll was selected because of the security, reliability, auditability and trust offered by its</p>

		online platform. An audit on conformity as well as a risk assessment study was carried out prior to the election. The platform was available 24/7 to cover the time zone differences between the continents involved. After the success of the initial election, the French Ministry of Foreign Affairs purchased a permanent license of the platform which will be used by over 1 million French overseas voters in the next French parliamentary elections.
	Relevance to EVAP Project	This was an Internet-based solution provided to overseas voters living in multiple continents. The project proved Scytll's ability to handle over a million voters using various web browsing platforms to mark their selections on a computer screen. This project also demonstrated Scytll's willingness and openness to reviews and audits of its performance and security.
Ministry of Regional and Local Government Norway	Contract Number	N/A
	Period of Performance	December 2009 – December 2011
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	Scytll, in partnership with ErgoGroup, was selected by the Norwegian Ministry of Local Government and Regional Development to offer a secure onscreen vote marking and electronic vote transmission platform and an election administration platform to selected municipalities in the 2011 municipal elections. Voters in these selected municipalities will be able to cast their votes over the Internet either from polling stations or remotely from anywhere in the world. A full nationwide rollout of the online vote marking system is scheduled for 2017, with several partial rollouts before.
	Relevance to EVAP Project	In this project, Scytll provides a full Internet voting system where voters make their selections onscreen following specific Norwegian election rules. Additionally, the system uses an accessible interface which allows blind citizens to vote autonomously with no third-party support. Finally, specific post-voting surveys are used to assess citizen's perception on the system.
Ministry of Justice Finland	Contract Number	N/A
	Period of Performance	January 2008 – October 2008
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)



	Project Description	The Ministry of Justice of Finland decided to install easily accessible electronic voting terminals connected to servers via the Internet for the 2008 municipal elections. After a thorough analysis of the different solutions available, the Ministry of Justice selected ScytI's solution, as it guaranteed the highest levels of security and accessibility for electronic voting. The electronic voting platform provided by ScytI successfully passed 2 thorough test phases, concerning functional compliance and security. During the October 2008 Municipal elections multiple polling stations used ScytI's voting terminals connected to the Internet. This was the first electronic voting project in Finland.
	Relevance to FVAP Project	In this project, ScytI provided an internet-based solution that met the strict accessibility and security standards set by the Ministry of Justice in Finland. Therefore, this project demonstrates ScytI's commitment to providing accessibility options while facilitating secure, Internet-based solutions adaptable to specific jurisdictions. The solution provided by ScytI facilitated the vote marking process for voters, complying with Finnish election rules and preventing unintentional under-voting or over-voting errors.
<b>Ministry of Science and Research Austria</b>	Contract Number	N/A
	Period of Performance	December 2008 – June 2009
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	The Austrian Ministry of Science and Research (BMWF) selected ScytI, together with the Bundesrechenzentrum GmbH (BRZ), to provide ScytI's secure electronic voting software and election administration software to carry out the first binding online election in Austria. This was a high profile reference project for both the Ministry and ScytI where 230,000 students from 21 different public Universities were able to securely cast their votes over the Internet in 376 simultaneous elections for the Hochschulwahlen und Hochschulerschafswahlen in May 2009. ScytI's solution was audited and certified by the Austrian Centre for Secure Information Technology after a thorough analysis of the security architecture and a source code audit.
Relevance to FVAP Project	This project was an Internet-based onscreen marking solution that presented choices to the voter for selection with an interface adapted to allow autonomous voting by blind people. This project proves ScytI's ability to manage complex elections online since it was one of the most complicated Internet elections ever carried out: 230,749 students from 21 different universities were able to cast votes for 376 simultaneous elections with over 100 parties and 2411 candidates. The complete process was managed by 21 independent electoral commissions at the Austrian universities and 1 national electoral commission. This is much like Pnyx.SBW in that many voters will be accessing widely varying ballot styles from multiple jurisdictions with unique contests.	

<b>Electoral Commission of the State of Victoria Australia</b>	Contract Number	N/A
	Period of Performance	First contract: February 2006 – November 2006 Second contract: December 2009 – November 2010
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	Scytll, along with its partner Hewlett-Packard, were selected by the Victorian Electoral Commission (VEC) to provide a new electronic voting kiosk system capable of allowing a totally autonomous voting process to blind citizens in the 2006 parliamentary elections in the State of Victoria. As a result of the success of the project, the VEC selected again both companies to provide an evolved version of the voting kiosk system plus a telephone voting interface for the 2010 parliamentary elections. The voting kiosks were capable of locally storing encrypted cast ballots, and in the 2010 elections they will be also able of sending them to a central server. Several kiosks will be placed in the UK for Australian absentee voters.
	Relevance to FVAP Project	The project demonstrates Scytll's competence and experience in providing accessible solutions to allow blind and disabled people to cast votes independently by means of a web-based interface to mark their ballots. The project also proves Scytll's experience in projects involving overseas voters.
<b>Ministry of Justice United Kingdom</b>	Contract Number	N/A
	Period of Performance	February 2007 – May 2007
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	The Ministry of Justice (Department of Constitutional Affairs) of the UK selected Scytll to provide the local councils of Rushmoor & South Bucks an internet voting platform for their 2007 local elections as part of the UK Electoral Modernization Pilot Projects. Voters from both councils registered to vote through the internet voting channel over a one and two week period, respectively. The internet channel was used alongside postal voting and traditional paper voting in council polling stations. Among the internet voters, there were several British Army members on duty in different missions worldwide.
	Relevance to FVAP Project	This project used internet voting with onscreen marking technologies which had to be operated in parallel to other voting methods, including telephone voting

		and paper ballots. Additionally, the system prevented unintentional vote marking errors such as over-voting and under-voting errors. The system proved to be very effective with absentee voters who participated from different countries, especially British military troops deployed overseas.
<b>Commission on Elections Philippines</b>	Contract Number	N/A
	Period of Performance	January 2006 – September 2006
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	As part of the Electoral Modernization Program, the Commission on Elections of the Philippines successfully used Scyt's Internet onscreen ballot marking, electronic transmission and remote registration technology to allow the Filipino overseas citizens living in Singapore to register online and cast votes over the Internet. The system was integrated with the Filipino Absentee Voter Registration system, and used during 10 days to allow the registration of overseas voters and the casting votes from any computer connected to the Internet. In an independent survey, over 90% of the voters considered that the platform was easy-to-use and highly secure.
Relevance to FVAP Project	The project was directly addressed to overseas voters (a group of voters who have traditionally been disenfranchised in Filipino elections). The system facilitated the online registration of these voters and the online onscreen marking and transmission of their votes following Filipino election rules. The post-election survey conducted by the Commission on Election proved that overseas voters considered the system to be both secure and user-friendly.	
<b>State of Catalonia Spain</b>	Contract Number	N/A
	Period of Performance	March 2003 – November 2003
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	The Government of the State of Catalonia used Scyt's Pnyx to allow its overseas citizens to mark and cast votes over the Internet in the 2003 Catalan parliamentary election. Overseas citizens could vote remotely from anywhere with a computer and an Internet connection and also from the Catalan government delegations in 5 different countries, including the US.

	Relevance to FVAP Project	The project was directly addressed to overseas voters with the objective of facilitating the voting process for this group of voters that has traditionally been disenfranchised. The online system provided the correct absentee ballot style to each voter depending on his/her place of residence in Spain. The matching of ballot styles with the voter place of residence was an integral part of the project.
Canton of Neuchâtel Switzerland	Contract Number	N/A
	Period of Performance	January 2004 -- December 2004
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	Since 2004, the Swiss canton of Neuchâtel has been using Scytl's technology to allow its overseas and resident citizens to cast binding votes over the Internet in elections and referendums. This platform has been used to successfully carry out, with the highest security standards, multiple elections and referendums. Since 2009 it allows absentee voters to participate too from their countries of residence.
	Relevance to FVAP Project	The project proves Scytl's ability to provide an online vote marking service to a customer for a long period of time. The permanent platform provided by Scytl to the Canton of Neuchâtel has been in use for a period of over five years with an average of 3 to 5 elections per year with no relevant incidents and a high-degree of customer satisfaction.
State of West Virginia USA	Contract Number	N/A
	Period of Performance	January 2010 -- November 2010
	Contract Value	(b)(4)
	Technical POC	(b)(4)
	Contract POC	(b)(4)
	Project Description	Scytl is providing secure online voting technology to select West Virginia counties' overseas military and civilian voters by conducting pilot projects during the 2010 primary and general election cycle. Scytl is providing all required voting services, technology and security in a hosted environment.
	Relevance to	This is an Internet-based solution provided to overseas voters living throughout the world. The project requires presenting the appropriate ballot to the voter

	EVAP Project	and invoking state election rules on the ballot during the 45 day period prior to each election. Per State requirements the provided system is Section 508 compliant. In addition, the system provides multiple help desk paths for voters. Various system statistics are captured per State requirements to assess overall performance and effectiveness of the project.
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## 4 Online Wizard Instructions

To assess the capabilities of Pnyx.SBW system, visit the demonstration system set up for fulfilling the three use cases defined in the RFQ at this URL:

<http://demo.scytll.com/fvap>

The demonstration system is compliant with Section 508 of the U.S. Rehabilitation Act of 1973 as verified with the TotalValidator.com tool.

You just need a web browser to access the site and review the use cases following the on-screen instructions. Your browser must support SSL connections due to security requirements (the URL will redirect you automatically to <https://demo.scytll.com/fvap>). The following are the only valid addresses currently in the system:

State: Texas	State: Alaska	State: Virginia
County: Bexar	County: Kenai Peninsula	County: Fairfax
Street Number: 414	Street Number: 410	Street Number: 5106
Street Name: E Nueva	Street Name: North Willow	Street Name: Thackary
City: San Antonio	City: Kenai	City: Fairfax
Zip: 78205-3422	Zip: 99611	Zip: 22032

### 4.1 Ballot Transmission and Online Marking Wizard

Scytll's Pnyx.SBW Ballot Transmission and Online Marking Product has been developed based on Scytll's proven Pnyx Internet Voting Technology. It provides two sets of functionalities: one for the LEOs and one for the voters. It allows LEOs to import ballot and other information and generate reports on statistics. The voter interface, demonstrated for this Solicitation, is an easy to use wizard that takes the voter through a series of steps in order to receive the correct precinct-specific ballot style and the other necessary information to properly submit one's ballot to the LEO. This process is described in further detail in the following sections.

#### 4.1.1 Accessing the Portal

Voters enter the portal and are first presented with a "Welcome" screen. The screen provides basic information regarding the process. When they are ready, the voter selects "Start" to begin the process in earnest.

#### 4.1.2 Step 1 of 6: Select Home State – Begin Process

Voters enter this page to first select their US state of residence. This is a crucial step in beginning to provide a voter with their appropriate precinct-specific ballot (whether blank or using onscreen marking). From the step of selecting their US residence State, follow-on screens will present the appropriate list of Counties in that State. The option of setting up a Welcome Page to go directly to a state without going to the state selection page is available as well, although not configured in the provided demo.

In addition, Scytll makes use of Captcha to prevent automated entrance into the system.

#### 4.1.3 Step 2 of 6: Voter US Residence Address

Voters must complete the provided form by entering information regarding their US residence address. This is required to validate the voter's U.S residence address against a locality's Street Filing Listing. Every locality uses such a tool generated by their GIS system.

The voter enters their address in the system which then checks the Street and Address ranges to identify the District/Precinct relationship and to provide the voter with the appropriate ballot. In the example (Figure 2) below, a portion of the County of Fairfax Virginia's Street Filing Listing is provided. Using the example of Use Case

3, the corresponding address range is highlighted (range 5101 to 5107 Thackary CT). This precise search is critical in the process because there are two (2) Thackary CT street ranges, as seen in the example below.

The Use Case 3 voter is in Precinct 0123 which corresponds to the 11<sup>th</sup> Congressional District, the 34<sup>th</sup> Virginia Senatorial District, and the 37<sup>th</sup> Virginia Congressional District. The other Thackary CT Street range (5108 to 5120) is in a different precinct (0119) and different Virginia Congressional District (41<sup>st</sup>).

Separate ballot styles are assigned to these specific Precincts and Street ranges. Once the voter's US residence address is validated, the appropriate ballot is accessed and provided to the voter automatically using this process.

STREET NAME	ST	ST POST	LOW	HIGH	ONE ZIP	PCT	TOURN	CONG	SEN	HOUSE
10TH	ST		4300	4400	B	22307	0602	08	030	045
11TH	ST		4305	4420	B	22307	0602	08	030	045
12TH	ST		4402	4426	B	22307	0482	08	030	045
14TH	ST		4402	4431	B	22307	0482	04	030	045
17TH	ST	S	3601	3819	B	22302	0905	08	021	049
15TH	ST		4400	4423	B	22307	0602	08	030	045
16TH	ST		4401	4427	B	22307	0602	08	030	045
TETHERTON	AVE		9102	9123	B	22188	0119	08	034	035
TIVINGSBURY	DR		12883	12887	B	20171	0223	10	033	035
THACKER HILL	CT		12708	12738	B	20171	0223	10	033	035
THACKERY	CT		5101	5107	B	22032	0123	11	031	037
THACKERY	CT		5100	5120	B	22032	0119	11	031	037
THACKERY	SO		5850	9876	B	22832	0123	11	031	037
THACKNELL	WAY		6600	6610	B	22316	0437	08	030	043
THAMES	ST		8490	8520	B	22151	0100	11	035	039

Figure 2 - Example Street Filing Listing used to match addresses to ballots

#### 4.1.4 Step 3 of 6: Address Verification

The system, after checking against the Street File Listing, will return the voter's address or the closest match for confirmation. This is to ensure that the voter did not accidentally enter or transpose information.

#### 4.1.5 Step 4 of 6: Ballot Voting Option

The voter is given the option to receive their appropriate blank ballot for printing and hand-marking or the option to receive their appropriate ballot for marking onscreen. The Onscreen marking option, if selected, will invoke State specific election rules thus preventing the voter from making a mistake which may disqualify all or part of their voted ballot.

#### 4.1.6 Step 5 of 6: Blank Ballot Option Selected

If the blank ballot option is selected, a page will be shown that provides information to the voter regarding the downloading of their blank ballot (blank ballots are provided in PDF format) along with all required return instructions and forms.

#### 4.1.7 Step 5 of 6: Onscreen Marking Option Selected

A key advantage of using Pnyx.SBW is that it will prevent errors by the voter traditionally encountered with marking a paper ballot: Over-votes/Under-votes, extraneous markings, etc. Errors that would result in ballots, in whole or in part, being rejected when received.

If the onscreen marking option is selected, a page will be shown that provides information regarding the onscreen marking of their ballots. Summary and detailed instructions are provided. The voter selects "Continue" and is





presented with their onscreen ballot (one contest per page). The system will inform the voter how many pages they can expect (see Figure 3 below).

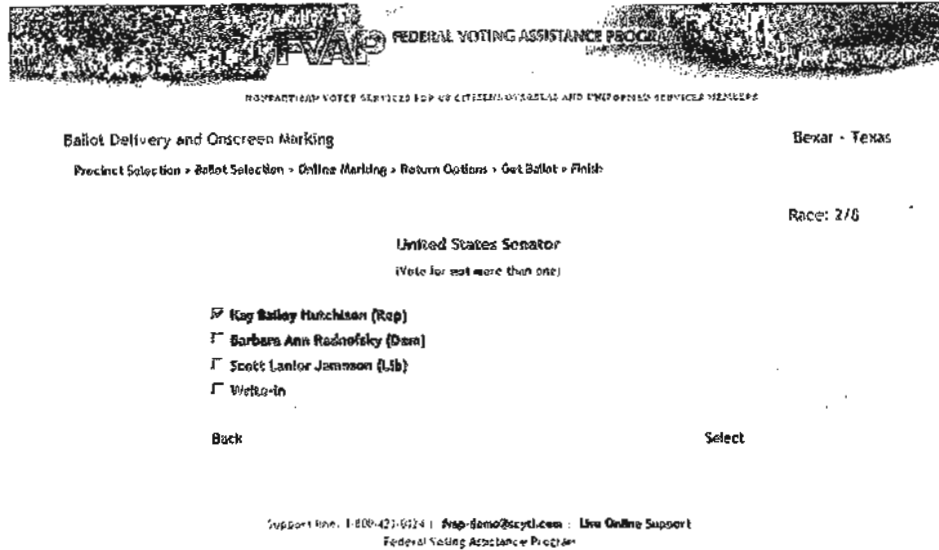


Figure 3 - Screenshot, Online Marking

The onscreen marking will inform the voter that they have either missed, skipped or under-voted a contest and allow them to correct their selection if they desire or to continue. Voters are allowed in all instances to not vote, if they choose, on a specific contest or under-select. See example of the blank vote warning below (Figure 4).



There are still selections to be made on this contest



Figure 4 - Blank/Under Vote Warning

The system will also inform the voter in the event they have overvoted (i.e., made more selections than allowed). The voter will not be able to continue until they make corrections. See example below (Figure 5).



You have overvoted

Go Back

Figure 5 - Overvote Error

When the voter has completed the entire ballot, a summary screen is presented, displaying the selections they have made and options that were available. If the voter wishes to change a selection prior to downloading the ballot for printing, they can select the appropriate contest on the Summary page and will be taken to that part of the ballot to make changes. See example below (Figure 6).

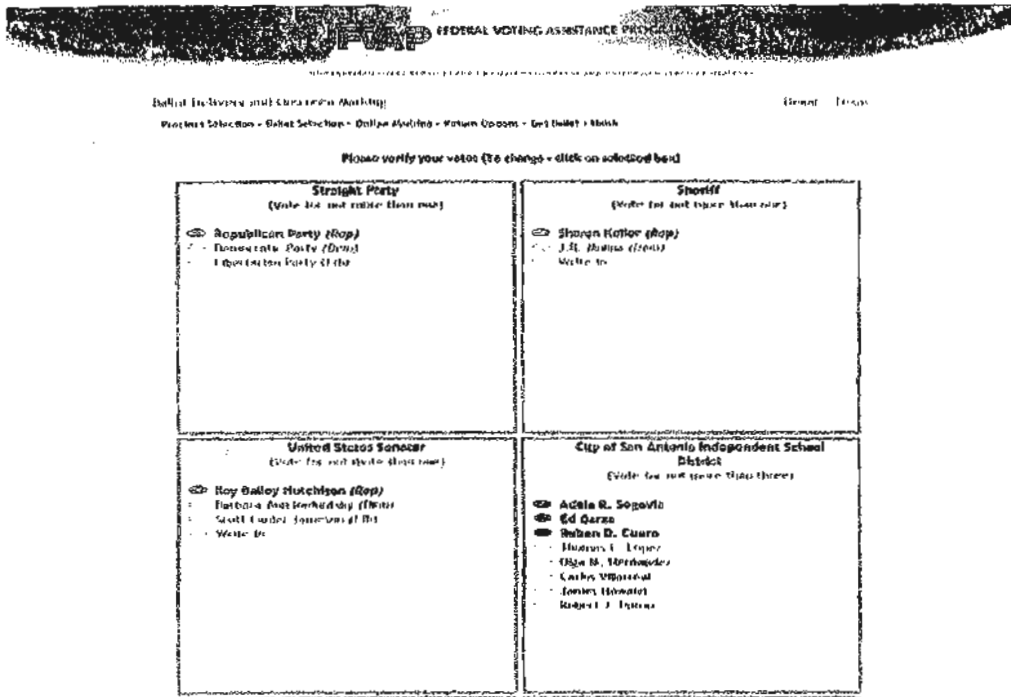


Figure 6 - Screenshot, Ballot Review

#### 4.1.8 Step 6 of 6: You're Done!

The voter is informed to download their blank or completed ballot and save it to their desktop or open the file for immediate printing. The downloaded file contains complete instructions for submitting the ballot to the correct election official by mail, email or fax, depending on each jurisdiction; additional State specific forms (e.g. voter affidavits) that may be required; envelope templates; fax cover sheet (when selected in the wizard); and the blank or completed ballot. Please note, that if a State's law allows for the return of voted ballots via email, the completed ballot that has been downloaded can be attached to an email and returned to the appropriate election official.

On this same page, the voter is asked to participate in an anonymous survey. The survey is one of the methods Scytℓ proposes to use to collect useful statistics for FVAP. The survey in the example below contains 12 questions with dropdown lists for response selection; the survey can be customized as required.

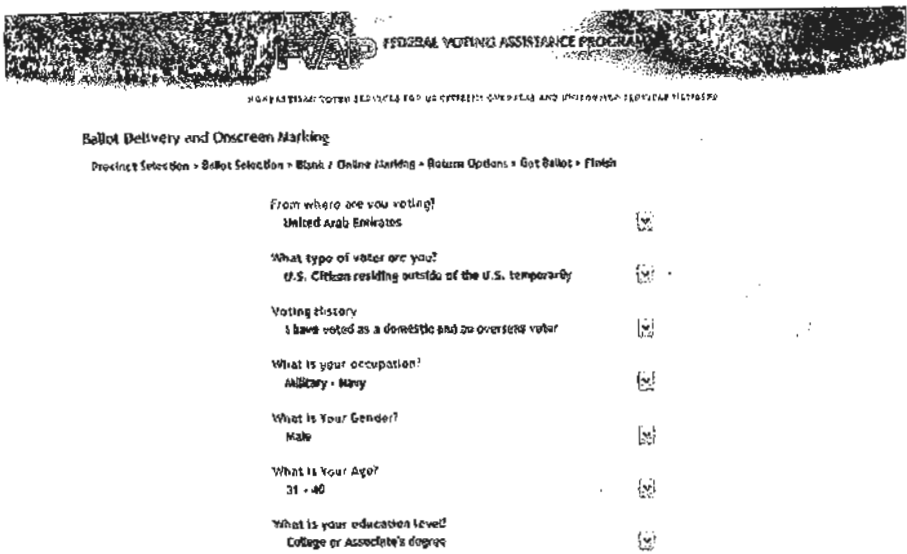


Figure 7 - Screenshot, Optional Survey

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 3/20/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240		CODE HQ0566	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. HQ0566-10-Q-0018
	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 3/16/2010
	<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)

**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. 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM NO. 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
SEE PAGES 2 - 44.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

**Summary of Changes**

- 1) The due date for quotes is clarified to be **March 30, 4:30 PM**
- 2) The NAICS code is clarified to be 541519
- 3) CLIN 0001 Description is changed to read as follows:

0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH
	FFP	TBD*	TBD*	TBD*

- 4) 52.212-2 (c) is deleted.
- 5) Clause 52.212-5 – Clause 52-239-1 Privacy or security safeguards is checked.
- 6) Addendum to FAR 52.212-4 – “SPECIAL PROVISIONS” was deleted. Section d) was revised as follows:

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

These changes are highlighted in the amended RFQ with track changes.

**Questions and Answers** – Below is a partial list of questions and answers (the remainder will be supplied in a subsequent amendment). **Responses are in Bold.**

- 1) Will you please clarify the proposals due date (March 26 or March 30?)  
**March 30, 2010; 430 PM**
- 2) Page 22 of the solicitation states the NAICS code for this acquisition is 541510 – Other computer related services. However, in our CCR registration (was verifying our data), 541510 is not a recognized NAICS code. 541519 seems to have replaced it. Can you clarify?

NAICS code is 541519

3) Will state-specific pilot call orders be competed individually? How many call orders does FVAP anticipate awarding? See Section B language below –

0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH
FFP		TBD*	TBD*	TBD*

**NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.**

4) There appears to be no instructions as to how to present/provide pricing/quote information. Where can we find this information? What information is required? See response to question 3) above.

5) According to the tender, we are limited to a 15 page response. There is a requirement to provide the Standard Form 1449 and other forms – are these to be considered to be part of the 15 pages? Can you clarify?

**The 15 page limit was for the Technical Proposal**

6) I see we are required to submit the Standard Form 1449 completed. On page 2 Section B, there is a Schedule table. Is this where we are to put our pricing? If so, how many states/territories should we assume? The Schedule for Quantity, Unit Price and Total Price. Is this the information you want for pricing? If not, how do we present our pricing?

See answer to question 3) above.

7) Kindly confirm that no Price Proposal is required at this time.

See answer to question 3) above.

8) Is there a BTA COR assigned to this BPA?

NO – PWS has TBD

9) Section 10.0 – We are presuming that a Facility Secret Clearance will be required from the Offeror to be able to perform the Federal and State background checks and issue Visit-Authorization-Requests (VAR). Please confirm.

**Requirement is a stated in Section 10.0.**

10) Section E.2 – Kindly clarify if we are required to submit 1 hardcopy and 1 electronic copy (RFQ) or just 1 electronic copy (RFQ)? The requirement is a stated in the RFQ see below--

a. For consideration of BPA awards, submit one (1) hardcopy and (1) electronic copy; signed and dated quotes on SF 1449 to the following address on or before March 30, 2010, 4:30 PM, Eastern Daylight Saving Time

11) Section E.2 – Kindly clarify if we need to submit Quotes to Ms. Huang and Mr. Blaushild (RFQ) or to yourself (FBO)?

Ms. Huang and Mr. Blaushild are POCs if vendors want to hand deliver the hard copy of their proposals. The electronic copy can be delivered to either [Steven.Hamilton@bta.mil](mailto:Steven.Hamilton@bta.mil) or [Janet.Carlson@bta.mil](mailto:Janet.Carlson@bta.mil).

12) Completed Copy of Reps and Certs – Will it suffice to provide a print-out of our updated records from ORCA? See instructions in first paragraph of 52.212-3 below:

**52.212-3 – Offeror Representations and Certifications – Commercial Items (Aug 2009).**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.



**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	UP	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH	
	FFP	TBD*	TBD*		TBD*

Deleted: On-line  
Deleted: provided

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NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions— Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989

52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

ADDENDUM TO FAR 52.212-4

~~Deleted: SPECIAL PROVISIONS~~

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

~~Deleted:~~  
~~Deleted: Each authorized purchaser~~  
~~Deleted: the~~

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions - Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.
2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:
  - (a) Name of Contractor
  - (b) BPA number
  - (c) BPA Call Order Number
  - (d) Date of purchase.
  - (e) Itemized list of deliverables or services furnished.
  - (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
  - (g) Date of delivery or shipment.
  - (h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

     (ii) Alternate I (JUNE 2003) of 52.219-23.

     (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

     (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

  X   (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

  X   (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

  X   (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

  X   (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

  X   (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

     (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).      (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

     (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx I241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.



(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.** As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

- (3)      252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4)      252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5)      252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6)      252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7)      252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8)      252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9)      252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10)      252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11)      252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12)      252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13)      252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i)      252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii)      Alternate I (JUL 2009) of 252.225-7036.
- (15)      252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16)      252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17)      252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18)      252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19)   X   252.232-7003, Electronic Submission of Payment Requests and

Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SECTION D

Performance Work Statement

Federal Voters Assistance Program

1. Background

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Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

2. Purpose

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

3. Scope

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives. In order of importance (1 is more important than 2; 2 is more important than 3; and 3 is more important than 4)

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> - Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data Interoperability</b> - Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p>Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p>Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> - Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.



4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## 5. Deliverables

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## 6. Term of the BPA(s).

From date of BPA award through January 31, 2011.

**7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor's performance.

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8.2 Oversight provided in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.

8.3 Government Resources: The following definitions for Government resources are applicable to this plan:

8.3.1 Contracting Officer: A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

8.3.2 Contracting Officer's Representative (COR): An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

8.4 Responsibilities: Government resources shall have responsibilities for the implementation of this QAP as follows:

8.4.1 Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

8.4.2 Contracting Officer's Representative (COR) - The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

8.5 Quality Assurance: The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the

method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

**8.5.3 Management Responsiveness:** The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

**8.6 Evaluation Methods:** The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

**Inspections:** The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

**8.7 Methods of QA Surveillance:** Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

**8.7.1 Customer Feedback –** Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

**8.7.2 100% Inspection -** This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

**8.7.3 Periodic Inspection -** Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.3.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.3.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

## 10.0 Security

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## 11.0 ACO/PCO Direction

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## 12.0 Points of Contact

### 12.1 Contracting Officer

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### 12.2 Contracting Officer's Representative (COR)

\_\_TBD on each BPA Call order\_\_  
Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION E – SOLICITATION PROVISIONS**

**INSTRUCTIONS FOR THE PREPARATION OF QUOTATIONS**

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Provision 52.212-1 is tailored as follows to reflect specific instructions to Quoters for the development and submission of a quote. This tailored provision supersedes the version of FAR Provision 52.212-1.

FAR 52.212-1 Instructions to Offerors – Commercial Items (Jan. 2004)

1. North American Industry Classification System (NAICS) code.

The NAICS code for this acquisition is 541510 – Other computer related services

2. Submission of Quotes.

a. For consideration of BPA awards, submit one (1) hardcopy and (1) electronic copy; signed and dated quotes on SF 1449 to the following address on or before March 30, 2010, 4:30 PM, Eastern Daylight Saving Time

Deleted: 26  
Deleted: 1

The Business Transformation Agency (BTA)  
ATTN: Ms. Janet Carlson, Contracting Officer  
BTA Contracting RM 422 (Ref. RFQ HQ0566-10-Q-0018)  
1851 South Bell Street.  
Arlington, VA 22240

e-Mail Address – janet.carlson@bta.mil

The Point of Contact for receipt of quotes is Ms. Chritine Huang (703) 607-2082 or Stas Blaushild (703) 607-5060. At a minimum the quote must contain:

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) a) A technical proposal describing the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA . The government will access the use cases through the vendor's



URL submitted with the proposal. The government will contact the offeror if they are not able to access the URL. **Page Limitation – 15 pages**

The following use cases are required for demonstration of wizard functionality:

1. Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.
2. Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.
3. Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.

The response package will include a URL, which FVAP evaluators can access to verify the functionality of the Wizard solution, with execution instructions connecting the solution to the FVAP scenarios.

Expenses – The quoter is responsible for all expenses associated with the use cases demonstration. The government will not reimburse Quoters for any expenses as a result of the demonstration.

b) Past performance information, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); If the past performance information is not relevant it will not be considered. Please identify appropriate POCs for each with both e-mail and phone contact information as shown below. The information submitted should conform to the following table format:

	Contract Number	Period of Performance	Contract Value
Technical POC:	Name	e-mail	Phone
Contract POC:	Name	e-mail	Phone
Project Description	Relevance to FVAP Project		

(5) "Remit to" address, if different than mailing address;

(6) A completed copy of the representations and certifications at FAR 52.212-3 and DFARS 252.212-7000 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(7) Acknowledgment of Solicitation Amendments;

**b. Late Quotes.**

Quotes or modifications of quotes received at the address specified for the receipt of quotes after the exact time specified for receipt of quotes will not be considered. If an emergency or unanticipated event or legal Federal holiday interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. Additionally, late responses to Government requests for may also result in a Quoter being excluded from further participation.

**c. Central Contractor Registration.**

The Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7004 found at "Clauses Incorporated by Reference," requires all contractors that provide goods/services to the Department of Defense (DoD) to be registered in a Central Contractor Registration Database. This registration will be a condition of award. Therefore, if a contractor is not registered in the database, it will not be eligible for award of any DoD contract.

The site for registering in the CCR via the Internet is: [WWW.CCR.GOV](http://WWW.CCR.GOV).

If you do not have Internet access and want to register with a paper form you should contact the CCR Registration Assistance Center at 1-888-227-2423, customer service, and request the registration form and assistance packet for your completion. Remember, you cannot be awarded a DoD contract if you are not registered in the CCR.

**d. Formal Communications.**

1) No hard copy distribution of this solicitation is anticipated. The solicitation and all amendments will be made available on the Federal Business Opportunity Page - <https://www.fbo.gov/>

2) After receipt of written quotes, the Government will conduct an evaluation. Although the Government may engage in communications with Quoters, it reserves the right to award BPAs without any communications. During the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. At any time prior to award, including upon receipt of quotes, the Government

may exclude a quote from further consideration for reasons such as (but not limited to) non-compliance with instructions related to this RFQ. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect not to have a common cutoff date for receipt of quote revisions for the Quoters.

3) Quoters shall submit questions/comments pertaining to this solicitation at the earliest possible date after receipt of the solicitation. The Government does not guarantee that it will answer any questions received later than five calendar days after release of the solicitation. All such questions/comments shall be submitted to the Contracting Officer (703) 602-5280 The Government's answers to such questions will be distributed to all Quoters via <https://www.fbo.gov/>. Therefore, questions shall not be marked with a restrictive legend and shall not include proprietary information.

52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(a) The Government will offer BPAs from this request for Quotation to responsible offerors whose offers conform to the solicitation and will be advantageous to the Government, technical and past performance factors considered. The following factors shall be used to evaluate offers:

*(i) Technical. The government will evaluate the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA. The government will access the use cases through the vendor's URL submitted with the proposal. The government will contact the offeror if they are not able to access the URL.*

The following use cases are required for demonstration of wizard functionality:

4. *Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.*

5. *Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.*

6. *Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.*

*The response package will include a URL, which FVAP evaluators can access to verify the functionality of the Wizard solution, with execution instructions connecting the solution to the FVAP scenarios.*

*(ii) Past Performance. Past performance will be evaluated on submitted past performance references and other available information for quality of services, timeliness, and customer satisfaction to assess performance risk. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorable or unfavorably on past performance.*

The Technical factor is more important than the Past Performance Factor.

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Aug 2009).

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

**Deleted:** (c) A written notice of offer of a BPA mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer must be signed by the offeror to result in a binding BPA without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.†

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to

the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.*

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:*

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation*



Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name*

or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end

product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.*  
 (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of

fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

*(A) The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

*(B) The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

*(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.*

*(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.*

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—



(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- \_\_\_ Black American.
- \_\_\_ Hispanic American.
- \_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- \_\_\_ Black American.
- \_\_\_ Hispanic American.
- \_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated

States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

**252.212-7000 Offeror Representations and Certifications—Commercial Items.**

(a) *Definitions.* As used in this clause—

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF <b>41</b>	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>HQ0566-10-Q-0018</b>	6. SOLICITATION ISSUE DATE <b>3/16/2010</b>		
7. FOR SOLICITATION INFORMATION CALL: <b>STEVEN HAMILTON</b>		8. NAME	9. TELEPHONE NUMBER (No collect calls) <b>703-607-3820</b>	10. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY <b>BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL ST. ARLINGTON VA 22240</b>		CODE <b>HQ0566</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO <b>BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL ST. ARLINGTON VA 22240</b>	CODE <b>HQ0117</b>	16. ADMINISTERED BY		CODE <b>HQ0566</b>		
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>DFAS IN INVP DOD INITIATIVE 8899 E 56TH ST INDIANAPOLIS IN 46249-1505</b>			
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE ATTACHED PAGES</b>						
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-3 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	On-line wizard capability provided through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provided help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS	TBD*	TBD*	EACH	TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately amount the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of	DEC 1991

252.204-7003	Information Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4  
SPECIAL PROVISIONS**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. Each authorized purchaser is obligated only to the extent of the obligation of the order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).



\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).  (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor

Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252; Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.** As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

- (4) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

## **SECTION D**

### **Performance Work Statement**

#### **Federal Voters Assistance Program**

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##### **I. Background**

Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close



coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

## 2. Purpose

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

## 3. Scope

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

**4. Requirements and Tasks**

4.1 Technical Objectives. In order of importance (1 is more important than 2; 2 is more important than 3; and 3 is more important than 4)

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p>Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p>Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

**7.0 Performance Requirements Summary (PRS)**

7.1 The contractor’s requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability LAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor’s performance.

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8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.

8.3 Government Resources: The following definitions for Government resources are applicable to this plan:

8.3.1 Contracting Officer: A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

8.3.2 Contracting Officer's Representative (COR): An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

8.4 Responsibilities: Government resources shall have responsibilities for the implementation of this QAP as follows:

8.4.1 Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

8.4.2 Contracting Officer's Representative (COR) - The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

8.5 Quality Assurance: The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the

method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

8.5.1 Quality Level: By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

8.5.2 Frequency: During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

8.5.3 Management Responsiveness: The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

8.6 Evaluation Methods: The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

Inspections: The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

8.7 Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

8.7.1 Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

8.7.2 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

8.7.3 Periodic Inspection - Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.



8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## **9.0 Place of Performance**

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

## **10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## **11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## **12.0 Points of Contact**

### **12.1 Contracting Officer**

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### **12.2 Contracting Officer's Representative (COR)**

     TBD on each BPA Call order       
Phone:

Email: \_\_\_\_\_

## **SECTION E – SOLICITATION PROVISIONS**

### **INSTRUCTIONS FOR THE PREPARATION OF QUOTATIONS**

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Provision 52.212-1 is tailored as follows to reflect specific instructions to Quoters for the development and submission of a quote. This tailored provision supersedes the version of FAR Provision 52.212-1.

FAR 52.212-1 Instructions to Offerors -- Commercial Items (Jan. 2004)

1. North American Industry Classification System (NAICS) code.

The NAICS code for this acquisition is 541510 – Other computer related services

2. Submission of Quotes.

a. For consideration of BPA awards, submit one (1) hardcopy and (1) electronic copy; signed and dated quotes on SF 1449 to the following address on or before March 26, 2010, 1 PM, Eastern Daylight Saving Time

The Business Transformation Agency (BTA)  
ATTN: Ms. Janet Carlson, Contracting Officer  
BTA Contracting RM 422 (Ref. RFQ HQ0566-10-Q-0018)  
1851 South Bell Street.  
Arlington, VA 22240

The Point of Contact for receipt of quotes is Ms. Chritine Huang (703) 607-2082 or Stas Blaushild (703) 607-5060. At a minimum the quote must contain:

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) a) A technical proposal describing the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA . The government will access the use cases through the vendor's URL submitted with the proposal. The government will contact the offeror if they are not able to access the URL. **Page Limitation – 15 pages**

The following use cases are required for demonstration of wizard functionality:

1. Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.

2. Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.

3. Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.

The response package will include a URL, which FVAP evaluators can access to verify the functionality of the Wizard solution, with execution instructions connecting the solution to the FVAP scenarios.

Expenses – The quoter is responsible for all expenses associated with the use cases demonstration. The government will not reimburse Quoters for any expenses as a result of the demonstration.

b) Past performance information, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); If the past performance information is not relevant it will not be considered. Please identify appropriate POCs for each with both e-mail and phone contact information as shown below. The information submitted should conform to the following table format:

	Contract Number	Period of Performance	Contract Value
Technical POC:	Name	e-mail	Phone
Contract POC:	Name	e-mail	Phone
Project Description	Relevance to FVAP Project		

(5) "Remit to" address, if different than mailing address;

(6) A completed copy of the representations and certifications at FAR 52.212-3 and DFARS 252.212-7000 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(7) Acknowledgment of Solicitation Amendments;

b. Late Quotes.

Quotes or modifications of quotes received at the address specified for the receipt of quotes after the exact time specified for receipt of quotes will not be considered. If an emergency or unanticipated event or legal Federal holiday interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. Additionally, late responses to Government requests for may also result in a Quoter being excluded from further participation.

c. Central Contractor Registration.

The Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7004 found at "Clauses Incorporated by Reference," requires all contractors that provide goods/services to the Department of Defense (DoD) to be registered in a Central Contractor Registration Database. This registration will be a condition of award. Therefore, if a contractor is not registered in the database, it will not be eligible for award of any DoD contract.

The site for registering in the CCR via the Internet is: [WWW.CCR.GOV](http://WWW.CCR.GOV).

If you do not have Internet access and want to register with a paper form you should contact the CCR Registration Assistance Center at 1-888-227-2423, customer service, and request the registration form and assistance packet for your completion.

Remember, you cannot be awarded a DoD contract if you are not registered in the CCR.

d. Formal Communications.

1) No hard copy distribution of this solicitation is anticipated. The solicitation and all amendments will be made available on the Federal Business Opportunity Page - <https://www.fbo.gov/>

2) After receipt of written quotes, the Government will conduct an evaluation. Although the Government may engage in communications with Quoters, it reserves the right to award BPAs without any communications. During the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to) non-compliance with instructions related to this RFQ. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In

other words, the Government may elect not to have a common cutoff date for receipt of quote revisions for the Quoters.

3) Quoters shall submit questions/comments pertaining to this solicitation at the earliest possible date after receipt of the solicitation. The Government does not guarantee that it will answer any questions received later than five calendar days after release of the solicitation. All such questions/comments shall be submitted to the Contracting Officer (703) 602-5280 The Government's answers to such questions will be distributed to all Quoters via <https://www.fbo.gov/> Therefore, questions shall not be marked with a restrictive legend and shall not include proprietary information.

52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(a) The Government will offer BPAs from this request for Quotation to responsible offerors whose offers conform to the solicitation and will be advantageous to the Government, technical and past performance factors considered. The following factors shall be used to evaluate offers:

*(i) Technical. The government will evaluate the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA. The government will access the use cases through the vendor's URL submitted with the proposal. The government will contact the offeror if they are not able to access the URL.*

The following use cases are required for demonstration of wizard functionality:

4. *Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.*

5. *Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.*

6. *Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.*

*The response package will include a URL, which FVAP evaluators can access to verify the functionality of the Wizard solution, with execution instructions connecting the solution to the FVAP scenarios.*

*(ii) Past Performance. Past performance will be evaluated on submitted past performance references and other available information for quality of services, timeliness, and customer satisfaction to assess performance risk. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorable or unfavorably on past performance.*

The Technical factor is more important than the Past Performance Factor.

(c) A written notice of offer of a BPA mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer must be signed by the offeror to result in a binding BPA without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Aug 2009).

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the



ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it  is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million

Over 1,000	Over \$17 million
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or

HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS

items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.*  
 (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice



under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period

if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**252.212-7000 Offeror Representations and Certifications—Commercial Items.**  
As prescribed in 212.301(f)(ii), use the following provision:

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS  
(JUN 2005)**

(a) *Definitions.* As used in this clause—

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 3/27/2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240		CODE HQ0566	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> HQ0566-10-Q-0018 <input type="checkbox"/> 9B. DATED (SEE ITEM 11) 3/16/2010 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE		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.

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. 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM NO. 10A.

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(f).

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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitations/contract subject matter where feasible.)  
SEE PAGES 2 - 6

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)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Previous edition unusable

### Summary of Changes

1) The following language after 4.1 technical Objectives is deleted from the solicitation:

In order of importance (1 is more important than 2; 2 is more important than 3; and 3 is more important than 4)

Replacement pages 16 of 44 and 17 of 44 are provided with the track changes at the end of this Amendment.

**Questions and Answers** – Below are the remaining questions and answers plus a additional clarification for Question 3 from Amendment 1.

**Question 3 – additional Clarification – add to the original answer the following –**  
“No pricing data is required at this time, individual BPA Call orders will be competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

### Additional Questions-Answers

1) Is there an incumbent contractor who has previously provided these services? Could you please provide the contractor name, contract number, and award date?

**A: BTA awarded a contract for a related Federal Post Card Application software product to Criterion Systems, Inc. before the previous election cycle. The contract number was W91QUZ-07-C-0007, award date 9/26/2007.**

2) Section 4.1, Objective 4 states that “All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States’ responsibility to separately contract.” Given the above, are respondent’s nonetheless expected to address how their software or systems may address voter verification requirements?

**A: No, this functionality is not a requirement of this RFQ. It does not need to be demonstrated.**

3) Can FVAP provide jurisdiction-specific ballot forms for each of the three use cases listed under Section E, Part 2?

**A: No. The government wants to see functionality, not actual ballots. Use of common election races, a non-specified mock up a ballot initiative format, and public domain fictional candidate names is expected.**



Is any further use case information – such as ballot initiatives, offices & candidates, and state-specific output formats – available for setup of the prototype?

**A: See answer above.**

Will the demonstration website and pilot deliverable be expected to enable online voter registration, or is the requirement limited to enabling the creation of absentee ballots for voters that have already registered?

**A: This is limited to the creation of absentee ballots for voters who are already registered; ballot creation, marking and printing capability.**

4) We have a question as to what specifically the use case demonstrations should show:

a) Should they be a absentee ballot registration form? If so, can you provide fields for each one?

**A: No**

b) Should it provide a form where someone submits a ballot? If so can you provide fields

**A: The functionality should demonstrate understandable precinct specific ballot submission instructions. The State task orders will specify the format of these instructions.**

c) Should it provide a pre-printed envelope and pdf version of the ballot pre-printed?

**A: An envelope is not required nor is pdf format specified. However, these might be requirements for specific state(s). State-specific casting and return instructions are required.**

The use cases are extremely broad and do not provide vendors with enough information to move forward. Please advise.

**A: The government wants to see functionality, not actual ballots.**

5) Technical Proposal – Can we request that the Use Cases and Wizard Execution Instructions to be provided with the Technical Proposal, be considered outside of the 15 page limit?

**A: Yes.**

6) Data Interoperability:

\* The RFQ references OASES EML Format - We presume that this reference is for OASIS (Organization for the Advancement of Structured Information Standards) EML?

OASIS is the internationally accepted open standards organization which is also referenced in most Federal initiative involving open source development. OASIS EML is the specification that standardizes election and voter services information using XML, and has already been proven in the European Elections in 2009. Please see:

[http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview)  
<[http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview)>

\* If the reference was not for OASIS EML, we would like to respectfully request that this be added to the list of Preferred Data Interoperability Format.

**This is a spelling error, it should be OASIS EML not OASES EML.**

7) For the use case demonstration sample ballots for Bexar Texas, Kenai AK, and Fairfax VA residents:

a. Do you want us to use specific information of an actual upcoming election? If so, do you have a contact person in those counties to call?

**A: No. See answers to question 3 above.**

b. Do you want just the URL, or do you want the URL plus a hard-copy submitted in the bid package?

**A: Preference is a URL, however, an electronic copy on CD or via e-mail (if under 5MB) is also acceptable.**

8) For the demonstration URL - state specific ballot - could you please confirm that the FWAB (Federal Write-in Absentee Ballot) form with State specific choices is acceptable for evaluation purposes. If this is not the case - then I would request that they please provide example ballot forms for Texas, Alaska, Virginia in PDF format.

**A: We do not endorse the use of the FWAB format for this effort**

9) A question about call centre agents -- Is it agreeable for call centre staff to be working outside of the US? Namely in Canada and potentially other international locations to account for the 7x24 support requirement.

**A: No objection to call center in Canada.**

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### 4. Requirements and Tasks

##### 4.1 Technical Objectives.

**Deleted:** In order of importance (1 is more important than 2; 2 is more important than 3; and 3 is more important than 4)

Figure 4-1

1	<b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.
2	<b>Secured data submission and form upload</b> - Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.
3	<b>Data interoperability</b> - Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats Preferred: a. Voter Information Project (VIP) XML format b. Open Auditable Structured Election System (OASES) EML format Vendor may support data provided in the following formats: c. ASCII d. Other formats as mutually agreed by the vendor, COR, and election officials.
4	<b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.
5	<b>Ballot Return</b> - Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

## Carlson, Janet M

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**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:17 AM  
**To:** 'mike.deutsch@aquilent.com'  
**Cc:** (b)(6)  
**Subject:** RE: Response to Solicitation #HQ0566-10-Q-0018

**Attachments:** HQ0566-10-A-0001 UNSIGNED.pdf



HQ0566-10-A-0001  
UNSIGNED.pdf ...

Mike,

BTA would like to offer Aquilent a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.

R,  
Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
[www.defenselink.mil/bta](http://www.defenselink.mil/bta)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 21	
2. CONTRACT NO. HQ0566-10-A-0001	3. AWARD/EFFECTIVE DATE APRIL 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER HQ0566-10-Q-0018	6. SOLICITATION ISSUE DATE 16 MARCH 2010		
7. FOR SOLICITATION INFORMATION CALL: JANET CARLSON			8. TELEPHONE NUMBER (No collect calls) 703-602-5280	9. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240		CODE HQ0566	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 18 MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9		14. METHOD OF SOLICITATION: <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/OFFEROR AQUILENT, INC. 1100 WEST STREET LAUREL MD 20707	CODE 3U871	FACILITY CODE 103402272	18a. PAYMENT WILL BE MADE BY DFAS IN INVP DOD INITIATIVE 8899 E 56TH ST. INDIANAPOLIS IN 46249-1505			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. HQ056610Q0018 OFFER DATED 30 MAR 2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
			JANET M. CARLSON			

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			US\$	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.



2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) **Post Award Conference.** The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved].

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

     (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

  X   (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

  X   (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

  X   (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

  X   (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

  X   (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

     (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).      (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

     (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

     (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

     (ii) Alternate I (DEC 2007) of 52.223-16.

     (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

     (ii) Alternate I (JAN 2004) of 52.225-3.

     (iii) Alternate II (JAN 2004) of 52.225-3.

     (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

     (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

     (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

     (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

     (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

     (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

     (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

  X   (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

     (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

     (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**  
As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

**52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).**

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  **252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).**

(2)  **252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).**

(3)  **252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).**

(4)  **252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).**

(5)  **252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).**

(6)  **252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).**

(7)  **252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).**

(8)  **252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).**

(9)  **252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).**

(10)  **252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).**

(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial



components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

## SECTION D

**Performance Work Statement****Federal Voters Assistance Program****1. Background**

Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives.

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p style="padding-left: 20px;">Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p style="padding-left: 20px;">Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes

the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor's performance.

8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.

**8.3 Government Resources:** The following definitions for Government resources are applicable to this plan:

**8.3.1 Contracting Officer:** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**8.3.2 Contracting Officer's Representative (COR):** An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

**8.4 Responsibilities:** Government resources shall have responsibilities for the implementation of this QAP as follows:

**8.4.1 Contracting Officer –** The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**8.4.2 Contracting Officer's Representative (COR) -** The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

**8.5 Quality Assurance:** The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance

Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

8.5.3 Management Responsiveness: The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

8.6 Evaluation Methods: The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

Inspections: The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

8.7 Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

8.7.1 Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

8.7.2 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

8.7.3 Periodic Inspection - Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.



8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

## **10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## **11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## **12.0 Points of Contact**

### **12.1 Contracting Officer**

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### **12.2 Contracting Officer's Representative (COR)**

Sheryl McGurk  
Phone: 703-607-0636 \_\_\_\_\_  
Email: Sheryl.McGurk@bta.mil \_\_\_\_\_

## Carlson, Janet M

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**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:03 AM  
**To:** 'Sid Chowdhary'  
**Cc:** (b)(6)  
**Subject:** FVAP BPA

**Attachments:** HA0566-10-A-0002 UNSIGNED.pdf



HA0566-10-A-0002  
UNSIGNED.pdf ...

Sid,  
BTA would like to offer Credence Management Solutions a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.  
R,

Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NO. HQ0566-10-A-0002	3. AWARD/EFFECTIVE DATE 1 APRIL 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER HQ0566-10-Q-0018
7. FOR SOLICITATION INFORMATION CALL: JANET CARLSON		6. SOLICITATION ISSUE DATE 16 MARCH 2010	
b. NAME		b. TELEPHONE NUMBER (No collect calls) 703-602-5280	
9. OFFER DUE DATE/ LOCAL TIME			

9. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240	CODE HQ0566	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
------------------------------------------------------------------------------------------------	----------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9	CODE
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17a. CONTRACTOR/ OFFEROR CREDENCE MANAGEMENT SOLUTIONS 723 CAPITOL SQUARE PLACE SW WASHINGTON DC 20026	CODE 4WPK2	FACILITY CODE 805875718	18a. PAYMENT WILL BE MADE BY DFAS IN INVP DOD INITIATIVE 8899 E 58TH ST. INDIANAPOLIS IN 46249-1505	CODE HQ0600
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
----------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---------------------------------------------

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. HQ056610Q0018 OFFER DATED 3-30-2010, YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) JANET M. CARLSON
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER    34. VOUCHER NUMBER    35. AMOUNT VERIFIED CORRECT FOR    36. PAYMENT    37. CHECK NUMBER

PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.    39. S/R VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)    42d. TOTAL CONTAINERS

**SECTION B –Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 LAW the PWS			US\$	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) **Blanket Purchase Agreement (BPA).** This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) **Term of the BPA.** The BPA life will be from the date of the BPA award through 31 January 2011.

(c) **Contractor's Quote.** The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) **Obligation of Funds.** This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) **Purchase Limitation.** The limitation for each purchase under this BPA is \$250,000.00.

(f) **Invoices.** The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) **Delivery.**

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).



\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_X\_ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

\_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_X\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). \_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

\_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

X (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**  
As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial

components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)



SECTION D

**Performance Work Statement**

**Federal Voters Assistance Program**

**1. Background**

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Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

**4. Requirements and Tasks**

**4.1 Technical Objectives.**

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p style="padding-left: 20px;">Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p style="padding-left: 20px;">Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes

the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor’s performance.

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8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government’s surveillance activities will directly feed into the overall assessment of the contractor’s performance.

**8.3 Government Resources:** The following definitions for Government resources are applicable to this plan:

**8.3.1 Contracting Officer:** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**8.3.2 Contracting Officer's Representative (COR):** An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

**8.4 Responsibilities:** Government resources shall have responsibilities for the implementation of this QAP as follows:

**8.4.1 Contracting Officer –** The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**8.4.2 Contracting Officer's Representative (COR) -** The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

**8.5 Quality Assurance:** The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance

Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

**8.5.3 Management Responsiveness:** The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

**8.6 Evaluation Methods:** The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

**Inspections:** The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

**8.7 Methods of QA Surveillance:** Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

**8.7.1 Customer Feedback –** Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

**8.7.2 100% Inspection -** This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

**8.7.3 Periodic Inspection -** Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

**8.7.4 Monitoring -** Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

**8.8 Assessment of Mission Critical Performance:** The COR will evaluate the contractor's performance using the following measures:

**8.8.1 Timeliness:** All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

**8.8.2 Quality:** All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.



## **10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## **11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## **12.0 Points of Contact**

### **12.1 Contracting Officer**

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### **12.2 Contracting Officer's Representative (COR)**

Sheryl McGurk  
Phone: 703-607-0636 \_\_\_\_\_  
Email: Sheryl.McGurk@bta.mil \_\_\_\_\_

**Carlson, Janet M**

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**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:10 AM  
**To:** 'Carla Roberts'  
**Cc:** (b)(6)  
**Subject:** FVAP BTA

**Attachments:** HQ0566-10-A-0003 unsigned.pdf



HQ0566-10-A-0003  
unsigned.pdf ...

Carla,  
BTA would like to offer Everyone Counts a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.

R,  
Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER			PAGE 1 OF 21	
2. CONTRACT NO. HQ0566-10-A-0003	3. AWARD/EFFECTIVE DATE 20 APRIL 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER HQ0566-10-Q-0018	6. SOLICITATION ISSUE DATE 16 MARCH 2010
7. FOR SOLICITATION INFORMATION CALL:  JANET CARLSON		b. TELEPHONE NUMBER (No collect calls) 703-602-5280		8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240	CODE HQ0566	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
------------------------------------------------------------------------------------------------	----------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
15. DELIVER TO SEE SCHEDULE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. ADMINISTERED BY SEE BLOCK 9	CODE
------------------------------------	------

17a. CONTRACTOR/OFFEROR EVERYONE COUNTS, INC. 1804 GARNET AVENUE #408 SAN DIEGO, CA 92109	CODE 5NUV7	FACILITY CODE 786725965	18a. PAYMENT WILL BE MADE BY DFAS IN INVP DOD INITIATIVE 8899 E 58TH ST. INDIANAPOLIS IN 46249-1505	CODE HQ0600
----------------------------------------------------------------------------------------------------	---------------	----------------------------	--------------------------------------------------------------------------------------------------------------	----------------

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
----------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---------------------------------------------

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. HQ056610Q0018 OFFER DATED 3-30-2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) JANET M. CARLSON	31c. DATE SIGNED

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved].

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

     (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

  X   (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

  X   (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

  X   (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

  X   (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

  X   (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

     (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).      (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

     (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

     (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

     (ii) Alternate I (DEC 2007) of 52.223-16.

     (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).



\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

X (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**  
As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial

components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SECTION D

**Performance Work Statement**

**Federal Voters Assistance Program**

**1. Background**

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Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives.



Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p>Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p>Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes

the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor's performance.

8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.

**8.3 Government Resources:** The following definitions for Government resources are applicable to this plan:

**8.3.1 Contracting Officer:** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**8.3.2 Contracting Officer's Representative (COR):** An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

**8.4 Responsibilities:** Government resources shall have responsibilities for the implementation of this QAP as follows:

**8.4.1 Contracting Officer –** The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**8.4.2 Contracting Officer's Representative (COR) -** The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

**8.5 Quality Assurance:** The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance

Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

8.5.3 Management Responsiveness: The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

8.6 Evaluation Methods: The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

Inspections: The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

8.7 Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

8.7.1 Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

8.7.2 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

8.7.3 Periodic Inspection - Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

**8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:**

**8.8.8.1** The solution will ensure that systems are available as stated below to meet operational requirements.

**8.8.3.1.1** During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

**8.8.3.1.2** Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

**8.8.8.2** Help desk services are monitored to ensure they are accessible during the times specified below.

**8.8.3.2.1** Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

**8.8.3.2.2** Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

**8.8.3.2.3** Help desk provides support by telephone and e-mail.

**8.8.3.2.4** Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

**8.8.3.3** Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

**8.8.3.4** Customer Satisfaction for both the State and for voters is at an acceptable level.

**9.0 Place of Performance**

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

## **10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## **11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## **12.0 Points of Contact**

### **12.1 Contracting Officer**

Janet Carlson

Phone: 703 602 5280

Email: Janet.Carlson@bta.mil

### **12.2 Contracting Officer's Representative (COR)**

Sheryl McGurk

Phone: 703-607-0636 \_\_\_\_\_

Email: Sheryl.McGurk@bta.mil \_\_\_\_\_

**Carlson, Janet M**

---

**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:21 AM  
**To:** 'Laura Potter'  
**Cc:** (b)(6)  
**Subject:** FVAP BTA Offer

**Attachments:** HQ0566-10-A-0004 UNSIGNED.pdf



HQ0566-10-A-0004  
UNSIGNED.pdf ...

Laura,

BTA would like to offer Konnech a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.

R,  
Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
PAGE 1 OF 21

5. SOLICITATION NUMBER  
HQ0566-10-Q-0018

6. SOLICITATION ISSUE DATE  
16 MARCH 2010

7. FOR SOLICITATION INFORMATION CALL: **JANET CARLSON**

b. TELEPHONE NUMBER (No collect calls)  
703-602-5280

8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.  
HQ0566-10-A-0004

3. AWARD/EFFECTIVE DATE  
00 APRIL 2010

4. ORDER NUMBER

9. ISSUED BY  
BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON VA 22240

CODE  
HQ0566

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  
 SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

NAICS:  
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAB (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION:  
 RFQ  IFB  RFP

15. DELIVER TO  
SEE SCHEDULE

CODE

16. ADMINISTERED BY  
SEE BLOCK 9

CODE

17a. CONTRACTOR/OFFEROR  
KONNECH, INC.  
4211 OKEMOS RD STE3  
OKEMOS MI 48864-3287

CODE  
385S4

FACILITY CODE  
111950064

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY  
DFAS IN INVP DOD INITIATIVE  
8899 E 56TH ST.  
INDIANAPOLIS IN 46249-1505

CODE  
HQ0600

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

25. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

28. AWARD OF CONTRACT: REF. HQ056610Q0018 OFFER DATED 3-30-2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)  
JANET M. CARLSON

31c. DATE SIGNED

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A -	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

     (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

     (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

     (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

     (7) [Reserved].

     (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

     (ii) Alternate I (OCT 1995) of 52.219-6.

     (iii) Alternate II (MAR 2004) of 52.219-6.

     (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

     (ii) Alternate I (OCT 1995) of 52.219-7.

     (iii) Alternate II (MAR 2004) of 52.219-7.

  X   (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

     (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

     (ii) Alternate I (OCT 2001) of 52.219-9

     (iii) Alternate II (OCT 2001) of 52.219-9.

     (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

     (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

     (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

     (ii) Alternate I (JUNE 2003) of 52.219-23.

     (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).  (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

(41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this



paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.** As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial

components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SECTION D

**Performance Work Statement**

**Federal Voters Assistance Program**

**1. Background**

Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives.

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p style="padding-left: 20px;">Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p style="padding-left: 20px;">Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes



the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor’s performance.

8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government’s surveillance activities will directly feed into the overall assessment of the contractor’s performance.

**8.3 Government Resources:** The following definitions for Government resources are applicable to this plan:

**8.3.1 Contracting Officer:** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**8.3.2 Contracting Officer's Representative (COR):** An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

**8.4 Responsibilities:** Government resources shall have responsibilities for the implementation of this QAP as follows:

**8.4.1 Contracting Officer –** The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**8.4.2 Contracting Officer's Representative (COR) -** The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

**8.5 Quality Assurance:** The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance

Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

**8.5.3 Management Responsiveness:** The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

**8.6 Evaluation Methods:** The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

**Inspections:** The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

**8.7 Methods of QA Surveillance:** Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

**8.7.1 Customer Feedback –** Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

**8.7.2 100% Inspection -** This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

**8.7.3 Periodic Inspection -** Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

**8.7.4 Monitoring -** Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

**8.8 Assessment of Mission Critical Performance:** The COR will evaluate the contractor's performance using the following measures:

**8.8.1 Timeliness:** All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

**8.8.2 Quality:** All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

**10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

**11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

**12.0 Points of Contact**

**12.1 Contracting Officer**

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

**12.2 Contracting Officer's Representative (COR)**

Sheryl McGurk  
Phone: 703-607-0636 \_\_\_\_\_  
Email: Sheryl.McGurk@bta.mil \_\_\_\_\_

**Carlson, Janet M**

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**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:07 AM  
**To:** 'hugh.gallagher@scytl.com'  
**Cc:** (b)(6)  
**Subject:** RE: FVAP BPA

**Attachments:** HQ0566-10-A-0005 UNSIGNED.pdf



HQ0566-10-A-0005  
UNSIGNED.pdf ...

Hugh,  
BTA would like to offer Scytl a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.  
R,

Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO. HQ0566-10-A-0005		3. AWARD/EFFECTIVE DATE 20 APRIL 2010		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0566-10-Q-0018		6. SOLICITATION ISSUE DATE 16 MARCH 2010	
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7. FOR SOLICITATION INFORMATION CALL: ▶ JANET CARLSON			b. TELEPHONE NUMBER (No collect calls) 703-602-5280			8. OFFER DUE DATE/ LOCAL TIME		
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9. ISSUED BY BUSINESS TRANSFORMATION AGENCY 1851 SOUTH BELL STREET ARLINGTON VA 22240		CODE HQ0566		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:					
------------------------------------------------------------------------------------------------	--	----------------	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
-------------------------------------------------------------------------------------------------------------	--	--------------------	--	-----------------------------------------------------------------------------------------	--	-------------	--	---------------------------------------------------------------------------------------------------------------------------------	--

15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9						CODE	
--------------------------------	--	------	--	------------------------------------	--	--	--	--	--	------	--

17a. CONTRACTOR/OFFEROR SCYTL 6012 GLEN ABBEY DR RICHMOND VA 23059		CODE 5N7U0		FACILITY CODE 831633651		18a. PAYMENT WILL BE MADE BY DFAS IN INVP DOD INITIATIVE 8899 E 56TH ST. INDIANAPOLIS IN 46249-1505						CODE HQ0600	
-----------------------------------------------------------------------------	--	---------------	--	----------------------------	--	--------------------------------------------------------------------------------------------------------------	--	--	--	--	--	----------------	--

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. HQ056610Q0018 OFFER DATED 3-30-2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
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30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
--------------------------------------	--	--	--	--	--	------------------------------------------------------------------	--	--	--	--	--

30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED		
						JANET M. CARLSON					

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--	MAR 2009
52.219-8	Commercial Items Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991



252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved].

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

     (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

  X   (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

  X   (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

  X   (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

  X   (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

  X   (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

     (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

     (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).      (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

     (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

     (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

     (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

     (ii) Alternate I (DEC 2007) of 52.223-16.

     (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

(41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**  
As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).



(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial

components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

## SECTION D

**Performance Work Statement****Federal Voters Assistance Program****1. Background**

Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives.

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p style="padding-left: 20px;">Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p style="padding-left: 20px;">Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes

the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor’s performance.

8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government’s surveillance activities will directly feed into the overall assessment of the contractor’s performance.

**8.3 Government Resources:** The following definitions for Government resources are applicable to this plan:

**8.3.1 Contracting Officer:** A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**8.3.2 Contracting Officer's Representative (COR):** An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

**8.4 Responsibilities:** Government resources shall have responsibilities for the implementation of this QAP as follows:

**8.4.1 Contracting Officer –** The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**8.4.2 Contracting Officer's Representative (COR) -** The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

**8.5 Quality Assurance:** The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

**8.5.1 Quality Level:** By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

**8.5.2 Frequency:** During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance



Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

8.5.3 Management Responsiveness: The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

8.6 Evaluation Methods: The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

Inspections: The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

8.7 Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

8.7.1 Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

8.7.2 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

8.7.3 Periodic Inspection - Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.

## **10.0 Security**

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## **11.0 ACO/PCO Direction**

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## **12.0 Points of Contact**

### **12.1 Contracting Officer**

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### **12.2 Contracting Officer's Representative (COR)**

Sheryl McGurk  
Phone: 703-607-0636 \_\_\_\_\_  
Email: Sheryl.McGurk@bta.mil \_\_\_\_\_

## Carlson, Janet M

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**From:** Carlson, Janet M  
**Sent:** Wednesday, April 21, 2010 12:13 AM  
**To:** 'Kevin Fletcher'  
**Cc:** (b)(6)  
**Subject:** RE: Response to Solicitation #HQ0566-10-Q-0018

**Attachments:** HQ0566-10-A-0006 UNSIGNED.pdf



HQ0566-10-A-0006  
UNSIGNED.pdf ...

Kevin,

BTA would like to offer Vexcel a BPA for the FVAP Wizard Support Services requirement. Please review and if you want to accept, please sign and return. Subsequent BPA Calls for State specific requirements will be competed later on a low cost technically acceptable basis.

R,

Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER	PAGE 1 OF 21
5. SOLICITATION NUMBER HQ0566-10-Q-0018	8. SOLICITATION ISSUE DATE 16 MARCH 2010
b. TELEPHONE NUMBER (No collect calls) 703-602-5280	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO. HQ0566-10-A-0006	3. AWARD/EFFECTIVE DATE 20 APRIL 2010	4. ORDER NUMBER
7. FOR SOLICITATION INFORMATION CALL:  a. NAME JANET CARLSON		

9. ISSUED BY  
BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON VA 22240

CODE HQ0566

10. THIS ACQUISITION IS

UNRESTRICTED OR  SET ASIDE: % FOR:

SMALL BUSINESS  EMERGING SMALL BUSINESS

HUBZONE SMALL BUSINESS

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

NAICS:  
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION:  
 RFP  IFB  RFP

15. DELIVER TO  
SEE SCHEDULE

CODE

18. ADMINISTERED BY  
SEE BLOCK 9

CODE

17a. CONTRACTOR/OFFEROR  
VEXCEL CORPORATION  
5775 FLATIRON PARKWAY, SUITE 220  
BOULDER, CO 80301

CODE OB024 FACILITY CODE 147280127

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY  
DFAS IN INVP DOD INITIATIVE  
8899 E 56TH ST.  
INDIANAPOLIS IN 46249-1505

CODE HQ0600

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

28. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. HQ056610Q0012 OFFER DATED 3-30-2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)  
JANET M. CARLSON

31c. DATE SIGNED

**SECTION B --Schedule**

CLIN	DESCRIPTION	QTY	U P	UOM	T. PRICE
0001	Complete services solution for web based wizard capability accessed by users through a URL meeting State specific requirements capable of delivering and online marking of a precinct specific absentee ballot (including federal, State, and local elections), available online through the wizard at least 45 days prior to the November 2010 general election. The vendor will provide hosting and help desk support, for the system through January 31 <sup>st</sup> , 2011 IAW the PWS			EACH	
	FFP	TBD*	TBD*		TBD*

NOTE: Individual BPA Call orders that will specify State specific requirements will be issued and competed separately among the FVAP BPA holders on a lowest price technically acceptable basis.

**SECTION C - CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions-- Commercial Items	MAR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.232-20	Limitation Of Cost	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

**CLAUSES INCORPORATED BY FULL TEXT**

**ADDENDUM TO FAR 52.212-4**

(a) Blanket Purchase Agreement (BPA). This will be a BPA awarded under FAR Part 13. The Contractor shall furnish services solution described in the BPA PWS and in individual BPA Call orders if requested by the Contracting Officer .

1. The total amount of all orders placed against all the FVAP BPAs shall not exceed \$5,400,000.00
2. The government anticipates issuing Firm Fixed priced (FFP) call orders against this BPA.
3. Individual Call orders will be competed among all BPA holders on a lowest price technically acceptable basis.

(b) Term of the BPA. The BPA life will be from the date of the BPA award through 31 January 2011.

(c) Contractor's Quote. The Contractor's Quote dated (TO BE DETERMINED), as amended, is hereby incorporated into the BPA.

(d) Obligation of Funds. This BPA does not obligate any funds. Funds will be obligated when an authorized BPA order is placed in conjunction with this BPA. The Government is obligated only to the extent of the obligation of an order that is placed under this BPA.

(e) Purchase Limitation. The limitation for each purchase under this BPA is \$250,000.00.

(f) Invoices. The Contractor shall submit invoices in accordance with Clause 52.212-4 Contract Terms and Conditions – Commercial Items in Part C-1. Invoicing instructions will be included in the individual BPA Call orders.

(g) Delivery.

1. Individual BPA Call orders will specify delivery requirements.

2. All shipments under this BPA shall be accompanied by delivery tickets that shall contain the following minimum information:

- (a) Name of Contractor
- (b) BPA number
- (c) BPA Call Order Number
- (d) Date of purchase.
- (e) Itemized list of deliverables or services furnished.
- (f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (g) Date of delivery or shipment.

(h) **Post Award Conference.** The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).



\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3; Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).  (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

X (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- \_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**  
As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF  
COMMERCIAL ITEMS (NOV 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial

components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)



## SECTION D

**Performance Work Statement****Federal Voters Assistance Program****1. Background**

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Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. Complete State by State voting instructions are available at the Federal Voting Assistance Program (FVAP) website: [www.FVAP.gov](http://www.FVAP.gov) and published in the Voting Assistance Guide, also available on that website.

**2. Purpose**

The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. The intent is for BPA Calls to demonstrate the effectiveness of voting assistance wizards for enabling military and overseas voters to exercise their right to vote and with the results to encourage States and territories to adopt Electronic Voting Support methods. The Wizards which are State specific shall provide all of the following functionality:

- On-line marking of an absentee ballot for all federal, State and local elections for a participating voter's precinct.
- Hard copy print-out of the voted ballot with all voter markings populated on the printed ballot
- On-line delivery of blank (unmarked) ballot for voter print-out and hand marking
- State-specific casting and return instructions

**3. Scope**

3.1 This request for quotes is intended to establish a pool of vendors with the requisite capabilities of providing on-line Voting Assistance Wizard pilot services as indicated in Section 4. The government intends to establish Blanket Purchase Agreements (BPAs) with vendors who can satisfy the technical requirements. The individual State or territory pilots will be competed among the established BPA holders on a Technically Acceptable, Lowest Cost basis.

3.2 The contractor shall provide an on-line wizard capable of delivering, and online marking of, a precinct specific absentee ballot (including federal, State, and local elections), to be available online through the wizard at least 45 days prior to the November 2010 general election.

3.3 Provide complete services solution capability necessary to obtain viable wizard functionality, testing and technical and functional support, to include hosting and help desk support, through January 31<sup>st</sup>, 2011. (Voter help desk support must be maintained through the last day that individual States accept ballots, and technical/election official help desk support must be maintained through tabulation and reporting periods, subsequent to completion of balloting.)

3.4 Hosting will be at the contractor's location.

#### **4. Requirements and Tasks**

4.1 Technical Objectives.

Figure 4-1

1	<p><b>Portal Services</b> - The wizard must be publicly accessible through the Internet. The wizard must be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, which mandates that when the federal government purchases most electronic information and technology (EIT), including software applications, it must ensure that the EIT provides access to and use of, information or data to federal government employees with disabilities that is comparable to the access provided to federal government employees without disabilities. Moreover, under the act, the federal government (and its contracted EIT services) is also obligated to provide access to information and data to members of the public with disabilities that is comparable to the access provided to the public without disabilities.</p>
2	<p><b>Secured data submission and form upload</b> – Wizard must provide for secure transmission and ensure the privacy of all voter and ballot information, in accordance with State required standards per subsequent BPA Call orders.</p>
3	<p><b>Data interoperability</b> – Vendor must use election data provided by the States, or local jurisdictions, in one of the following preferred formats</p> <p>Preferred:</p> <ul style="list-style-type: none"> <li>a. Voter Information Project (VIP) XML format</li> <li>b. Open Auditable Structured Election System (OASES) EML format</li> </ul> <p>Vendor may support data provided in the following formats:</p> <ul style="list-style-type: none"> <li>c. ASCII</li> <li>d. Other formats as mutually agreed by the vendor, COR, and election officials.</li> </ul>
4	<p><b>Voter Verification and Ballot Control</b> - All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract. This effort will not include options for storage and retrieval of personally identifiable individual voter information.</p>
5	<p><b>Ballot Return</b> – Wizard must provide the citizen complete jurisdiction specific instructions for the return of the marked ballot, to include but not limited to: cover sheets, mailing and security envelope templates, postal and e-mail addresses, fax numbers and faxing instructions, and oath statements.</p>

4.3 Wizards must be linkable from the FVAP website ([www.fvap.gov](http://www.fvap.gov)) as a point of referral, but can also be accessible independently.

4.4 Help desk services will be provided for voters and election officials.

4.4.1 Help desk will be available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

4.4.2 Help desk will be available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

4.4.3 Help desk must provide support, at a minimum, by telephone and e-mail, with the option of providing online chat linked to the wizard.

4.4.4 Vendor will maintain help desk statistics on call volume, resolution, and response time, and provide reports to FVAP upon request, and as further specified in awarded BPA Call orders.

4.5 Wizard use statistics. Vendor will collect statistics on system usage by jurisdiction, to include, but not limited to: ballots attempted and ballots completed; user location if available; dates of access and completion. Vendor is encouraged to provide any other performance or usage statistics (at no additional cost) that may be collected and applicable. Reports will be provided to FVAP upon request, and as further specified in awarded BPA Call orders.

## **5. Deliverables**

5.1 Time is of the Essence. Failure to meet any service milestone deadlines may result in BPA Call order termination

5.2 The following dates must be met by the vendor, based on days after BPA Call order award:

5.2.1	BPA Call Order Award + 15 days	Instructions to State
5.2.2	BPA Call Order Award + 30 days	Initial User Acceptance Testing
5.2.3	BPA Call Order Award + 60 days	Final User Acceptance Testing
5.2.4	Earlier of State Absentee Ballot Online Delivery Deadline or September 18, 2010	Fully Populated Ballot Available

5.3 System availability to meet operational requirements shall conform to the following timelines:

5.3.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

## **6. Term of the BPA(s).**

From date of BPA award through January 31, 2011.

## **7.0 Performance Requirements Summary (PRS)**

7.1 The contractor's requirements are summarized into performance-based objectives that relate directly to mission essential items. The performance standard and performance metric describes

the minimum acceptable levels of service required for each task. These requirement standards are critical to mission success.

7.2 Customer Satisfaction: Customer satisfaction is very important and will have a bearing on final performance evaluation. Vendor performance will be measured on FVAP, State, and voter satisfaction.

**Figure 7-1 – Performance Requirements Summary (PRS)**

<b>Task Reference</b>	<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Performance Metric/Desired Outcome</b>	<b>Monitoring Method</b>
Paragraph 4	Deadlines	Time is of the Essence. Required milestones detailed in paragraph 5 must be met.	All timed milestone requirements are met.	Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.
Paragraph 4	Customer Satisfaction	Vendor performance will be measured on both State and voter satisfaction.	Voters are able to access system and vote. Help Desk available and responsive.	Standard reporting and surveys
Paragraph 4 and 5	System Availability	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	System availability during the election period is paramount. Extended or repeated system outages are unacceptable.	State election officials and the FVAP program office will monitor system availability

**8.0 Quality Assurance (QA)**

8.1 This Performance-based Quality Assurance Plan sets forth procedures and guidance that the Government will use in evaluating contractor performance of the EVSW effort in accordance with the terms and conditions of the BPA Call order and Figure 7-1: Performance Requirements Summary (PRS). The QAP provides a basis for the COR to evaluate the quality of the contractor's performance.

8.2 Oversight provided for in this plan will help ensure that required performance is maintained throughout the term of the contract. Further, this plan provides the COR with a proactive methodology to avoid unacceptable or deficient performance and provides verifiable input for required annual past performance evaluations. All information generated from the Government's surveillance activities will directly feed into the overall assessment of the contractor's performance.

8.3 Government Resources: The following definitions for Government resources are applicable to this plan:

8.3.1 Contracting Officer: A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

8.3.2 Contracting Officer's Representative (COR): An individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to assist in administering a contract and to act as the Contracting Officer's authorized representative for the technical administration of specific BPA Call order(s) issued under the contract. Duties and limitations of the COR are contained in a written letter of designation.

8.4 Responsibilities: Government resources shall have responsibilities for the implementation of this QAP as follows:

8.4.1 Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

8.4.2 Contracting Officer's Representative (COR) - The Contracting Officer's Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The Contracting Officer's Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

8.5 Quality Assurance: The government will evaluate the contractor's performance under each BPA Call order utilizing the methods identified in this QAP. The following outlines what the Government must do to ensure that the contractor has performed in accordance with the Performance Requirements Summary (PRS) in paragraph 7 above, which defines the performance standards, performance metrics (i.e. maximum acceptable defect rates), and the method and frequency of surveillance. Government quality assurance surveillance will be performed as follows:

8.5.1 Quality Level: By monitoring the contract, in conjunction with State election officials, and the FVAP office, the COR will determine whether the quality level of performance set forth in the PRS has been attained. Quality standards (i.e. performance standards) for BPA Calls are specified in the Performance Requirements Summary of this contract, and will be further specified in specific BPA Call orders.

8.5.2 Frequency: During performance of this contract, the COR will take periodic measurements, as specified by the monitoring method set forth in the Performance

Requirements Summary, and will analyze whether agreed upon performance metrics are being met. Adjustments may only be made by a modification of the BPA, or by specific subsequent BPA Call orders.

8.5.3 Management Responsiveness: The COR will determine whether the contractor has managed the contract effectively and efficiently, as specified by the performance metrics set forth in the Performance Requirements Summary. The COR will document and report whether the contractor has satisfactorily met all requirements.

8.6 Evaluation Methods: The COR will conduct performance evaluations based upon the monitoring methods listed in the PRS. The following techniques will be used for performance surveillance:

Inspections: The COR will conduct 100% documentation reviews. State instructions and reports required in paragraph 4 above, will be inspected for timeliness, accuracy, and completeness. Results of inspections will be documented to ensure compliance with the terms and conditions of this contract and specific BPA Call orders.

8.7 Methods of QA Surveillance: Below listed methods of surveillance shall be used in administration of this QAP. In addition to specific requirements and evaluation methods mentioned in paragraphs 4, 5, and 7 above.

8.7.1 Customer Feedback – Written customer feedback, survey tools for States and voters, and other feedback, either solicited or unsolicited, will be reviewed by the COR and evaluated against the requirements within this BPA. The COR will determine if customer feedback is valid and, if applicable, work with the contractor to correct performance deficiencies.

8.7.2 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.

8.7.3 Periodic Inspection - Periodic inspections shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.7.4 Monitoring - Monitoring shall be performed by the designated COR and the FVAP office as stated in this QAP and in accordance with the PRS.

8.8 Assessment of Mission Critical Performance: The COR will evaluate the contractor's performance using the following measures:

8.8.1 Timeliness: All deliverables required in the PWS shall be submitted within the timeframe specified. Some of the deliverables may have specific quality measures as defined in 8.5 above. Deliverables otherwise submitted on time, but failing in the quality standards will be considered late.

8.8.2 Quality: All deliverables are subject to review for quality as a measure of performance. Quality shall be based on accuracy, lack of errors, completeness, and adherence to the requirements.

8.8.3 Mission Critical Performance as detailed in paragraph 8.5 above:

8.8.8.1 The solution will ensure that systems are available as stated below to meet operational requirements.

8.8.3.1.1 During the 45 days prior to the State's absentee ballot transmission deadline or 45 days prior to the election, whichever is earlier, the resolution time for system availability problems will be four (4) hours from recognition of the system problem.

8.8.3.1.2 Outside this forty five (45) day period, system availability problems will be resolved during regular work hours, within sixteen (16) working hours.

8.8.8.2 Help desk services are monitored to ensure they are accessible during the times specified below.

8.8.3.2.1 Help desk is available Monday through Friday from 9:00 a.m. to 6:00 p.m. EST between August 19 to October 1, 2010.

8.8.3.2.2 Help desk is available 24 hours a day, seven days a week, from October 1 through November 16, 2010.

8.8.3.2.3 Help desk provides support by telephone and e-mail.

8.8.3.2.4 Vendor maintains help desk statistics on call volume, resolution, and response time, and provides reports to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.3 Wizard use statistics. Vendor collects statistics on system usage by jurisdiction, to include, but not limited to: Ballots attempted and ballots completed; user location if available; dates of access and completion. Reports are provided to FVAP upon request, and as further specified in awarded BPA Call orders.

8.8.3.4 Customer Satisfaction for both the State and for voters is at an acceptable level.

## 9.0 Place of Performance

Performance will be at contractor facilities. There may be travel requirements to state locations identified as required in BPA Call order awards, the FVAP program office in Rosslyn, Virginia, and/or the Business Transformation Agency in Arlington, Virginia. Any travel will be authorized by the COR and reimbursed IAW JTR. Allowance for travel will be delineated in individual Call Orders.



## 10.0 Security

All personnel must pass any required State specific background checks prior to employment on this contract as specified by subsequent BPA Call orders. Contract personnel visiting any federal or State Government facility in conjunction with this PWS shall be subject to the standards of conduct applicable to Government employees within those domains. Site-specific approval regarding access, issuance of badges, etc. will be coordinated as required.

## 11.0 ACO/PCO Direction

Notwithstanding any of the provisions of this delivery order, and/or subsequent BPA Call orders, the Contracting Officer or the designated Administrative Contracting Officer shall be the only individuals with the authority to act on behalf of the Government to direct/redirect contractor efforts or in any way amend any contract terms or conditions. If the contractor believes there have been any changes made to the requirements of this delivery order by unauthorized personnel, the contractor is to notify the Contracting Officer in writing as soon as possible, but not later than thirty (30) days after the occurrence of any potential change.

## 12.0 Points of Contact

### 12.1 Contracting Officer

Janet Carlson  
Phone: 703 602 5280  
Email: Janet.Carlson@bta.mil

### 12.2 Contracting Officer's Representative (COR)

Sheryl McGurk  
Phone: 703-607-0636  
Email: Sheryl.McGurk@bta.mil

# SOURCE SELECTION PLAN

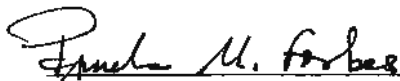
For

## Solicitation for Blanket Purchase Agreements in support of the Federal Voters Assistance Program (FVAP) March 8, 2010

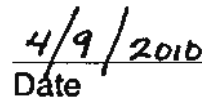
The following individuals have reviewed and approved this Source Selection Plan.

\_\_\_\_\_  
Contract Specialist

\_\_\_\_\_  
Date



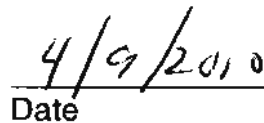
\_\_\_\_\_  
Source Selection Evaluation Board Chairperson

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Source Selection Official

  
\_\_\_\_\_  
Date

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## **1. PURPOSE**

The purpose of this Source Selection Plan (SSP) is to establish the method by which the Government will select contractors for the Federal Voters Assistance Program (FVAP) project.

## **2. OBJECTIVE**

The objectives of this plan are to:

- a. Provide the necessary information to the Source Selection Official (SSO) to select the contractor for this requirement;
- b. Provide a description of the evaluation process, methodology, and techniques to be used for the selection;
- c. Define the roles and responsibilities of the source selection organization; and
- d. Facilitate an impartial, equitable and thorough evaluation of all offerors' proposals.

## **3. BACKGROUND**

## **4. DESCRIPTION OF PROJECT**

This project is to award a group of BPAs pursuant to FAR Part 13.5 Commercial Item Test Program, using FAR Part 12 Commercial Item procedures. The maximum value of orders issued under the BPA is estimated at \$5.4 million. These BPAs will support the States and FVAP program office. The primary objectives of this project is to provide a group of sources that the government can use to evaluate the performance of State specific Voting Wizard services to assist military and overseas voters through the absentee voting process.

## **5. ACQUISITION APPROACH**

This acquisition is being competed under FAR Part 12 Commercial Item procedures. The government intends to issue multiple BPAs that are determined to meet the government's requirements based upon technical capability and past performance. The individual task orders will be competed on a technically acceptable least cost basis.

- a. Orders for States and Territories will be competed among the BPA holders on a technically acceptable, least cost basis. The orders will be firm-fixed priced.

- b. The FVAP Program Office is providing the funding for the Electronic Voting and Support Wizards and support through January 31, 2011.
- c. BTA PEO HR will support the technical assessment of the BPA award as well as subsequent order evaluations.
- d. The period of performance will be from award through January 31, 2011.

## **6. ORGANIZATION**

The Source Selection Organization will consist of the Source Selection Official (SSO), the Source Selection Evaluation Board (SSEB), and any advisors to the SSO and SSEB. The members of the Source Selection Organization are as follows:

- a. Technical & Personnel Factor Evaluation Team:
  - SSEB Chairperson Pam Forbes
  - SSEB Member Joel Rothchild (FVAP)
  - SSEB Member Susan Leader (FVAP)
- b. Past Performance Factor Evaluation Team:
  - SSEB Chairperson Pam Forbes
  - SSEB Member Joel Rothchild (FVAP)
  - SSEB Member Susan Leader (FVAP)

## **7. ADMINISTRATIVE PROCEDURES**

7.1. All SSEB members will be required to safeguard all evaluation documents and proprietary information and sign a Source Selection Participation Agreement and Certificate of Nondisclosure.

7.2. All SSEB members and administrative support personnel shall observe the following rules:

(a) Take steps to ensure that your assigned organization does not divulge your participation in this evaluation;

(b) Under no circumstances accept any invitation from offeror, team member or subcontractor personnel to participate in any affair (social, professional, etc.) regardless of how remote it may be from the source selection;

(c) Do not disclose anything pertaining to this evaluation to anyone not participating in the source selection;

(d) Do not discuss any aspect of the evaluation with other source selection participants outside the area designated for deliberations;

(e) Do not assume it is safe to speak about the evaluation because you are among Government employees or are in Government building or office;

(f) Your normal (home station) supervisor does not have a "need-to-know" regarding any aspect of the evaluation, unless he or she is a member of the source selection organization; and

(g) Do not discuss any issues related to the evaluation even after announcement of the winning contractor;

7.3. Waste material generated during the evaluation process shall be shredded.

7.4. All items will be stored in a secured area when not in use.

7.5. The performance of SSEB duties shall take precedence over normal duty assignments.

7.6. Attendance at SSEB meetings is mandatory.

7.7. Members shall make the SSEB Chairperson aware of any inquiries from outside the source selection organization regarding evaluation activities, number or names of offerors, contents of proposals, make-up of the SSEB, etc.

7.8. Documents, papers or reports that are created to support the basis for any decisions shall be retained and returned to the Contracting Officer.

## **8. SELECTION EVALUATION CRITERIA/METHODOLOGY**

8.1. The evaluation methodology to be used is described at Appendix A.

8.2. The Non-Price Factors will be evaluated in accordance with Appendices A and B.

8.3. The Basis of Award is at Appendix A.

8.4. Definitions of Key Evaluation Terms.

a. Rating – The evaluators' conclusions (supported by narrative write-ups) identifying the weaknesses and deficiencies of an evaluation factor. The ratings for the non-Cost Factors will be expressed as an adjective.

b. Strength – Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

c. Significant Strength – A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

d. Weakness – A flaw in a proposal that increases the risk of unsuccessful contract performance.

e. Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.

f. Deficiency – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

## **9. SOURCE SELECTION EVALUATION BOARD (SSEB)**

9.1. The SSEB shall consist of an SSEB Chairperson, and evaluators. The SSEB shall report to the SSO. The SSEB and its individual members shall be independent of organizations other than the Source Selection Organization. The Source Selection Organization shall task the SSEB.

9.2. The SSEB Chairperson shall—

a. Prescribe the evaluation and rating procedures and the methods by which an overall assessment is achieved, ensuring that they are consistent with the procedures and methods set forth in this SSP. The procedures shall be structured to identify the significant weaknesses and risks associated with each offer to make it easier to distinguish significant differences between offers;

b. Ensure that all SSEB members have a copy of this SSP, the solicitation, and are aware of their responsibilities for procurement integrity;

c. Ensure that the SSEB members understand the evaluation factors and evaluation elements, and the standards for the evaluation of proposals, so that there is a uniform approach in the evaluation effort;

- d. Respond to the guidance and special instructions of the SSO;
- e. Provide briefings and consultations, as required by the SSO;
- f. Ensure the adequacy and overall quality of the narrative justification for the evaluation results;
- g. Require that assigned members attend the meetings of the SSEB, assign work necessary to accomplish its mission, and relieve members from assignments in the event of a demonstrated emergency or other just cause;
- h. Make assigned members aware of the requirement to secure evaluation information when they are not in the assigned evaluation area, and at the end the day, to protect acquisition sensitive, and proprietary, information;
- i. Oversee the briefing of new members regarding their duties;
- j. Establish the agenda and the schedule for SSEB and meetings;
- k. Obtain clarification of evaluation factors and elements, and rating methods, from the SSO as necessary;
- l. Isolate policy issues and major questions requiring a decision by the SSO;
- m. Provide the Contracting Officer a list of suggested items for communication to the offerors;
- n. Supervise the preparation of documentation to support evaluation findings and conclusions, to assure it is clear, logical and concise;
- o. Transmit the appropriate SSEB records to the Contracting Officer for making the awards; and
- p. Prepare the lessons learned report, if one is required by the Contracting Officer.

9.3. The SSEB evaluators will support the SSEB Chairperson in the completion of the evaluation. Each member is responsible to the SSEB Chairperson for the proper evaluation of each proposal. Each member will ensure that the non-price ratings are established as a result of a consensus of the evaluators, and not by vote. SSEB member responsibilities include:



- a. Review and become familiar with the solicitation, all solicitation amendments, all offeror questions and the Government's answers to those questions;
- b. Review and become familiar with this SSP, including the evaluation criteria and evaluation procedures;
- c. Review and evaluate proposals and proposal revisions which pertain to assigned areas for assessment;
- d. Complete items for communication to the offerors for those areas assigned for evaluation, and evaluate offeror responses to those items;
- e. Submit completed evaluation documentation to the SSEB Chairperson;
- f. Assist in debriefing offerors, if required by the Contracting Officer;
- g. Provide input into the Lessons Learned Report, if required by the Contracting Officer.

9.4. The Contracting Officer shall—

- a. Ensure that the SSP meets the regulatory requirements;
- b. After release of the solicitation, serve as the focal point for inquiries from actual or prospective offerors;
- c. After receipt of proposals, control communications with offerors;
- d. Award the Task Order.

**10. SCHEDULE OF SIGNIFICANT EVENTS**

- a. Issue request for Quotation
- b. Receive Quotes
- c. Conduct Evaluation
- d. Present Findings to SSO
- e. Conduct Communications (if deemed appropriate)
- f. Request and Receive Quotation Revisions (if deemed appropriate)
- g. Conduct Final Evaluation
- h. Present Findings to SSO
- i. Make Source Selections
- j. Document Source Selection Decision
- k. Award Blanket Purchase Agreements

## **APPENDIX A Evaluation Criteria**

Appendix A constitutes the evaluation criteria as documented in the FVAP Request for Quotations RFQ HQ0566-10-Q-0018..

### **A. Basis for Award.**

The Government will offer BPAs from this request for Quotation to responsible offerors whose offers conform to the solicitation and will be advantageous to the Government, technical and past performance factors considered.

### **B. Evaluation Factor Descriptions and Relative Order of Importance.**

#### **1. Factors to be evaluated:**

Technical factor  
Past Performance

There are no sub factors to be evaluated.

**2. Relative order of importance of the factors.** The Technical factor is **more important** than the Past Performance factor.

**3. Relative order of importance terminology.** In order to provide the offeror with an understanding of the significance assigned by the Government, the factors are assigned a relative order of importance. The following terminology is used:

Significantly More Important. The factor is substantially more important than another factor. The factor is given far more consideration than another factor.

More Important. The factor is greater in value than another factor, but not as much as a significantly more important factor. The factor is given more consideration than another factor.

### **C. Evaluation Factor descriptions.**

1. Factor 1 – Technical. The government will evaluate the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA .

The following use cases are provided for demonstration of wizard functionality:

1. Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.
  
2. Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.
  
3. Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.

The response package will include a URL, which FVAP evaluators can access to verify the functionality of the Wizard solution, with execution instructions connecting the solution to the FVAP scenarios.

**Factor 2 - Past Performance .** The offeror shall identify three current or past customers for past performance, information for relevant efforts (contracts or task orders) similar in size, scope, and complexity to the PWS performed as a prime contractor or subcontractor. If the past performance information is not relevant it will not be considered. Please identify appropriate POCs for each with both e-mail and phone contact information as shown below. The information submitted should conform to the following table format:

	Contract Number	Period of Performance	Contract Value
Technical POC:	Name	e-mail	Phone
Contract POC:	Name	e-mail	Phone
Project Description		Relevance to FVAP Project	

If vendors have no relevant past performance this factor will be given a neutral rating.

## **APPENDIX B Evaluation Procedures**

1. **RATING DEFINITIONS.** The ratings definitions are provided for guidance only, except that any deviations from the definitions must comply with the evaluation scheme. A proposal is not required to meet every element of its assigned rating definition.

### **TECHNICAL FACTOR:**

- a. **Good.** High quality; offers one or more strengths not offset by weaknesses; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
- b. **Fair.** Adequate quality; any strengths are offset by weaknesses; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
- c. **Poor.** Poor quality; one or more weaknesses not offset by strengths; low probability of success with generally high degree of risk in meeting the Government's requirements.

### **PAST PERFORMANCE FACTOR:**

- a. **Good** Good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
- b. **Fair.** Fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
- c. **Poor.** Low probability of success with generally high degree of risk in meeting the Government's requirements.
- d. **Neutral** No relevant past performance history.

2. **RATING METHOD.** The Non-Price factors will be evaluated and rated based upon the general and specific instructions supplied in paragraph 3, below. With respect to the consideration of weaknesses, it is the nature and extent of those weaknesses, not the mere number, which must be considered.

### **3. PROPOSAL EVALUATION.**

- a. All proposals will be received by the Contracting Officer not later than the hour and date given in the solicitation. The Contracting Officer will inventory the proposals and note any obvious omissions or deficiencies.

b. Upon receipt of proposals, evaluators will read their applicable sections and determine if there are any major problems. Major problems, such as multiple offerors failing to meet a particular requirement, will be immediately reported to the Contracting Officer. Other concerns will be reported on the Communication-With-Offeror Form identified at Appendix D, which shall reflect deficiencies, weaknesses, errors, omissions, mistakes, and ambiguities. Guidance regarding the preparation of these Forms is provided at Appendix G.

c. The SSEB will prepare an overall narrative summary of each proposal with respect to each Non-Price factor. The SSEB will assign the appropriate ratings to the Non-Price factors, in accordance with the rating definitions set forth above. The summaries and ratings will be forwarded to the SSEB Chairperson.

d. The SSEB Chairperson will review the narrative summary and factor ratings, and will provide an overall summary report. This report will be forwarded through the Contracting Officer to the SSO, and shall contain the adjectival ratings for the Non-Price factors and the supporting rationale.

4. **SOURCE SELECTION.** The SSO will make the final determination of the offerors to be offered BPAs. The SSO decision shall be based on a comparative assessment of proposals against all evaluation criteria in the solicitation. While the SSO may use reports and analyses prepared by the SSEB, the selection decision shall represent the SSO's independent judgment. The selection decision shall be documented, and the documentation shall address each evaluation factor and how the selected offeror fared with regard to each factor, and shall include the rationale for the selection and any business judgments and tradeoffs made or relied upon by the SSO. The Contracting Office, after appropriate legal review, will then make the awards.
5. **ANNOUNCEMENT OF SELECTION.** Announcement of the selection of successful offerors will be made by the Contracting Officer.
6. **DEBRIEFING OF UNSUCCESSFUL OFFERORS.** If deemed appropriate by the Contracting Officer, debriefings will be conducted. The debriefing will not include point-by-point comparisons with the other proposals, but will include specific strengths and weaknesses of the individual proposal being considered. An explanation of the evaluation method is appropriate to assure the offeror that it was treated fairly, impartially and objectively. Debriefings will be conducted in a manner that will be prescribed by the Contracting Officer.
7. **STANDARDS OF CONDUCT AND SAFEGUARDING ACQUISITION SENSITIVE INFORMATION**

a. If deemed appropriate by the Contracting Officer or the SSEB Chairperson, persons who participate in the evaluation process, including administrative staff will be briefed by the assigned legal counsel regarding the ethical standards of conduct and the responsibilities to safeguard acquisition information. All evaluators are required to complete the Source Selection Participation Agreement, and sign the Certificate of Nondisclosure, located at Appendices E and F. Also, if no legal counsel briefing is conducted, all evaluators are required to closely review the Ethical Guidance at Appendix H. Administrative personnel providing support to the SSEB, but not serving as evaluators, are required to sign the Certificate of Nondisclosure at Appendix F. The Agreements and Certificates will be provided through the Contracting Officer to his/her legal counsel.

b. It is incumbent upon the participants of this evaluation process to observe the following rules:

(1) Do not permit members of your parent duty section or organization to divulge the fact that you are participating in this evaluation;

(2) Under no circumstances accept any invitation from offeror, team member or subcontractor personnel to participate in any affair (social, professional, etc.) regardless of how remote it may be from the source selection;

(3) Do not disclose anything pertaining to the evaluation to anyone not participating in the evaluation;

(4) Do not discuss any aspect of the evaluation with other evaluation participants outside the area designated for deliberations;

(5) Your normal (home station) supervisor does not have a "need-to-know" regarding any aspect of the evaluation, unless he or she is a member of the source selection organization; and

(6) Do not disclose any evaluation findings, or proposal contents, after announcement of the winning contractor, unless authorized by the Contracting Officer.

c. Waste material generated during the evaluation process will be temporarily stored in secure containers until proper disposition is accomplished by the SSEB Chairperson.

d. All proposals and other documents submitted by the offerors, and reports and other documents generated for this evaluation, will be stored in a

designated secure area when not in use. Documents will not be taken from the evaluation area without specific approval from the SSEB Chairperson.

e. During the evaluation process, the SSEB may accumulate considerable documentation. The documentation that constitutes the basis for the source selection must be retained. After the SSEB has completed its evaluation, the SSEB Chairperson will transfer the SSEB reports and backup documentation necessary to support SSEB reports to the Contracting Officer. Other documentation generated by the SSEB may be destroyed by the SSEB Chairperson. However, if there is any doubt as to whether documentation may be destroyed, it should be retained until destruction has been approved by the Contracting Officer.

8. **NON-GOVERNMENT ADVISORS AND SUPPORT PERSONNEL.** Support contractor personnel may serve as advisors to the SSEB, or perform administrative duties (e.g., information technology support) related to the evaluation process. However, they may not be voting members of the SSEB, or participate in rating proposals or recommending a selection. Also, before support contractor personnel may be used to evaluate or analyze any aspect of a proposal, the Director, BTA, must sign a written determination in accordance with FAR 37.204. In addition, all support contractor personnel will have access only to those portions of the proposals and source selection information that they need to perform their evaluation-related duties. Further, the solicitation must advise potential offerors of the names of their firms, the firms' participation in the source selection and that, pursuant to FAR 9.505-4, the firms must execute an agreement with each offeror that states that they will protect the offerors' information from unauthorized use or disclosure for as long as it remains proprietary and, refrain from using the information for any purpose other than that for which it was furnished.





**APPENDIX D    Communication-With-Offeror Form**

OFFEROR: \_\_\_\_\_

COMMUNICATION NUMBER: \_\_\_\_\_

1. PROPOSAL REFERENCE

2. REASON FOR SUBMISSION:

\_\_\_\_\_

DEFICIENCY (failure of the quotation to meet a Government requirement or a combination of significant weaknesses in a quotation that increases the risk of unsuccessful performance to an unacceptable level))

\_\_\_\_\_

WEAKNESS (flaw in the quotation that increases the risk of unsuccessful performance; "significant weakness" in the quotation is a flaw that appreciably increases the risk of unsuccessful performance)

\_\_\_\_\_

OTHER (ambiguity, error, omission, mistake, etc.)

3. STATEMENT OF PROBLEM:

\_\_\_\_\_  
EVALUATOR(s)

\_\_\_\_\_  
DATE

## **APPENDIX E Source Selection Participation Agreement**

*Important! This Agreement concerns a matter within the jurisdiction of a United States government agency. This Agreement prohibits you from making false, fictitious, or fraudulent statements and/or certifications. If you do so, you may be subject to prosecution under 18 U.S.C §1001.*

### **AGREEMENT**

1. This Agreement applies to individuals involved in Solicitation No. HQ0566-10-Q-0018 Request for Quotation for the FVAP project.
2. This Agreement contains the rules of conduct relating to this acquisition. It includes rules of conduct regarding conflicts of interest as well as rules of conduct regarding the safeguarding of confidential information.
3. Your signature on this Agreement indicates that you have read this Agreement and agree to be bound by its terms.

### **TERMS**

4. Except as set forth below, I do not presently hold, and will not obtain during my participation in this acquisition, any financial interest\* or affiliation\*\* in any reasonably likely offeror, team member or subcontractor for this acquisition.

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5. To the best of my knowledge, and except as set forth below, my spouse and dependent children do not have a financial interest\* or affiliation\*\* in any reasonably likely offeror, team member or subcontractor for this acquisition.

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6. To the best of my knowledge, and except as set forth below, none of the following is a reasonably likely offeror, team member or proposed subcontractor for this acquisition, or represents a reasonably likely offeror, team member or proposed subcontractor with regard to this acquisition:

- any person or company with whom I have or am seeking a business, contractual or other financial relationship that involves other than a routine consumer transaction;
- any close relative;
- any person or company with whom I have been affiliated within the last year;
- any organization in which I am an active participant.

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**\*Financial Interest - Any continuing financial interest (such as through a pension or retirement plan, shared income, continuing termination payments, or other arrangements as a result of any current or prior employment or business or professional association) or any financial interest through legal or beneficial ownership of stock, stock options, bonds, securities, or other arrangements including trusts.**

**\*\*Affiliation - A relationship as an employee, officer, owner, director, member, trustee, partner, advisor, agent, representative, or consultant; or a person having any understanding, plans or pending contacts regarding such a relationship in the future. (This includes sending resumes, making telephone inquiries or any act that reasonably could be construed as an indication of interest in a future affiliation).**

**7. I understand that I may request a statement from the Contracting Officer as to whether a person or company is considered to be a reasonably likely offeror, team member or subcontractor.**

**8. I will not knowingly disclose any proposal information or evaluation or source selection information regarding this acquisition directly or indirectly to any person other than a person authorized by the Contracting Officer to receive such information.**

**9. I will observe the following rules during the conduct of the acquisition:**

**a. I will not solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of any reasonably likely offeror, team member or subcontractor for this acquisition.**

**b. I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any reasonably likely offeror, team member or subcontractor for this acquisition, unless permitted under Title 5, Code of Federal Regulations Part 2635, Subpart B.**

**c. I will instruct members of my parent or home organization not to divulge my participation in the evaluation to unauthorized persons.**

d. I understand that all communications with offerors, team members or proposed subcontractors concerning this acquisition must be made by and through the Contracting Officer or her designee, unless otherwise authorized by the Contracting Officer. I will divert all attempted communications by representatives of the offerors, team members and subcontractors, or any other unauthorized person, to the Contracting Officer.

e. I will not discuss evaluation or source selection matters, including proposal information, with any unauthorized individuals (including Government personnel), even after the announcement of the successful contractor, unless authorized by the Contracting Officer. All discussions of evaluation and source selection matters with other evaluation members shall be conducted solely in those areas designated for deliberations.

10. I realize that my actions in connection with my participation in this evaluation are subject to intense scrutiny and I will conduct myself in a way that will not adversely affect the confidence of the public in the source selection process. I will avoid any action, whether or not prohibited, that could result in or create the appearance of my losing independence or impartiality. I will not use my public office for private gain, and I agree not to engage in any personal business or professional activity, or enter into any financial transaction, that involves or appears to involve, the direct or indirect use of "inside information" to further a private gain for myself or others.

11. I understand that my obligations under this certification are of a continuing nature, and if anything takes place which would cause a change to any statement, or create a violation of any representation or rule of conduct herein, I will immediately bring such matter to the attention of the Contracting Officer.

#### **CERTIFICATION**

12. I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Organization**

\_\_\_\_\_  
**Date**

**APPENDIX F Certificate Of Non-Disclosure**

I certify that I will not disclose acquisition-sensitive information (which includes, but is not limited to, proposal information and evaluation documentation) regarding Solicitation No. HQ0566-10-Q-0018 Request for Quotation for the FVAP project. This restriction applies to the following types of information:

- a. The identities of the offerors, team members and proposed subcontractors;
- b. Contents of the Non-Price or Price proposals;
- c. Methods, standards or procedures used to evaluate the proposals;
- d. Ratings, scores, findings or results obtained in the evaluation process;
- e. Other information submitted by the offerors (e.g. responses to Government questions regarding the proposals);
- f. Identities of Source Selection Evaluation Board members, or the Source Selection Official.
- g. Contents of Source Selection Evaluation Board or Source Selection Official deliberations (whether or not reduced to writing);
- h. Advance procurement information, such as proposed solicitation changes, prior to release to the offerors; and
- i. Other acquisition-sensitive information of any kind.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED OR PRINTED NAME

\_\_\_\_\_  
EMPLOYER

## **APPENDIX G Communications-With-Offerors (CWOs)**

1. Make each CWO a standalone document that completely identifies the issue or concern. Provide the text of the relevant solicitation provision and the relevant portion of the offeror's proposal, not just the paragraph number from these documents.
2. Some CWOs will relate only to proposal provisions, not to any solicitation provision. For those, there is no solicitation provision to cite. Do not force-fit a solicitation provision that is not applicable into a CWO.
3. Do not use a CWO to identify a requirement that is not included in the solicitation. New or changed requirements can be imposed only through a solicitation amendment.
4. Ask a question about every issue and concern (e.g., ambiguity, omission, deficiency, risk, weakness) that is within the scope of the evaluation criteria. If the evaluation criteria cannot reasonably be interpreted to include the matter that is the subject of a concern (i.e., risk weakness), then it cannot be cited. In addition, do not identify a risk, deficiency or weakness in the final evaluation report that was not the subject of a CWO.
5. Do not compare one proposal against another. Evaluate proposals against the solicitation requirements and evaluation criteria.
6. Evaluate in an impartial manner, treating all offerors fairly. If there is the same, or a similar, issue or concern regarding two or more proposals, use the same or similar wording to express that issue or concern to those offerors.
7. Avoid any appearance of bias in the words or in the tone of the CWO. Individual evaluators must not use criticisms, offensive or argumentative language, etc. in the CWO.
8. Avoid technical transfusion. Technical transfusion occurs when proprietary information from one proposal is disclosed to a competing offeror.
9. Be clear about the nature of the issue or concern. The offeror needs to be able to understand the issue or concern. Keep each CWO simple. Avoid lengthy, convoluted sentences that contain several different thoughts. Omit unnecessary commentary and individual evaluator personal digressions.
10. Ask open-ended questions, if possible. The best approach is to request "a full description of..." or "more details concerning..." or "complete explanation of..."

11. Avoid leading questions, if possible. Do not suggest or direct an offeror toward a particular response.
12. Do not ask for information in a particular format, not required by the proposal instructions, that might be burdensome or difficult to produce, or favor certain offerors. Do not ask for submission of a plan, document, etc., that the proposal instructions do not require. Also, use CWOs to consistently obtain from the offerors the information required by the proposal instructions.

**Carlson, Janet M**

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**From:** Kevin Fletcher [kevinfl@microsoft.com]  
**Sent:** Monday, April 05, 2010 11:47 AM  
**To:** Carlson, Janet M  
**Subject:** FW: FVAP draft results: LiveBallot MOVE ACT solution

Janet, in the event your initial inquiry requires a response directly from Vexcel, please be advised that the response provided by our Democracy Live Partner below is Vexcel's reply to your inquiry regarding the Vexcel submission to Solicitation #HQ0566-10-Q-0018.

If you have any questions or need additional information, please don't hesitate to contact me.

Regards,

Kevin

Kevin Fletcher CPA | President | Vexcel Corporation <<http://www.vexcel.com/>> - A Microsoft Company

5775 Flatiron Pkwy, Boulder, CO 80301 | Office:303.415.6025 | kevinfl@microsoft.com

From: Bryan Finney [mailto:bryan@democracylive.com]  
Sent: Monday, April 05, 2010 9:07 AM  
To: 'Carlson, Janet M'  
Cc: Kevin Fletcher; Rodger Cree  
Subject: FVAP draft results: LiveBallot MOVE ACT solution

Ms. Carlson,

Thank you for the question regarding online marking of the ballot on the LiveBallot MOVE ACT solution. To answer your question, our online demo does include an online ballot marking capability. In order to view the online ballot marking in the demo submitted to your office, simply go to this link: <https://www.liveballot.com/county/demo/lookup2>

- 1) Enter "Sample" (as the voter's First Name)
- 2) Enter Voter" (as the voter's last name).
- 3) DOB: 1/1/1970

These steps will bring you to one of LiveBallot's methods of marking the ballot online.

LiveBallot offers multiple methods of displaying and marking the ballot.



- Option 1) simple pdf display and hand marking of ballot
- Option 2) interactive pdf display and online marking of ballot
- Option 3) online marking as demonstrated using above

Although we offer any of the three ballot display and marking options, the simple pdf display (Option one) offers elections administrators generally the easiest and most efficient method to load voter specific ballots. Since it is our experience that Option One may likely end up being used as a "Best Practice" we initially highlighted Option One in our demo, along with the online marking capability as seen under "Sample Voter".

In order to further show the LiveBallot online marking capability, the most recent demo of LiveBallot also includes the interactive pdf and online marking capability (option two above). Simply go to any of the current LiveBallot display options to view the interactive pdf version.

Please feel free to contact Kevin or me with any further questions.

Sincerely,

Bryan Finney

Bryan Finney  
Executive Director  
Democracy Live  
425-557-5950  
cell: 206.465.5636  
bryan@democracylive.com

## Carlson, Janet M

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**From:** Sid Chowdhary [schowdhary@credence-llc.com]  
**Sent:** Friday, April 02, 2010 5:38 PM  
**To:** Carlson, Janet M  
**Subject:** RE: FVAP Clarifications

Ms. Carlson,

The prototype application that we provided for demonstration purposes has several features disabled, to focus only on "function" as requested in the RFQ.

For the actual application, we provide "state-specific" customization that will allow states to configure the point at which voters can choose to print a blank ballot. For example:

- \* Once a voter provides an address that can be validated against the structured data mapping the voter to an election district, a "Print Blank Ballot" link will be available as an alternative to continuing through the ballot marking wizard.
- \* Alternatively - there can be a "Print Blank Ballot" button on the first page inside the State dialogue, which will jump to the display PDF part and allow the voter to proceed from there.

Kindly let me know if BTA/FVAP wishes to see this "Print Blank Ballot" feature included in our Demo. Our application is easily configurable, so we would be able to add this to our Demo upon request.

Regards - Sid

Siddhartha Chowdhary, PMP  
Credence Management Solutions LLC  
(703) 819 - 6876  
schowdhary@credence-llc.com <mailto:schowdhary@credence-llc.com>

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

From: Carlson, Janet M [mailto:JANET.CARLSON@BTA.MIL]  
Sent: Friday, April 02, 2010 2:37 PM  
To: Sid Chowdhary  
Subject: FW: FVAP Clarifications

Sir,

The technical team had the following question/clarification on your submittal - please advise whether they missed something?

(2) Credence about blank ballot printing for manual marking; we can do it by not selecting anyone - no instructions for that though, or a better way to do it

R,  
Janet

Janet M. Carlson  
Chief of Contracting  
Business Transformation Agency  
703-602-5280  
703-282-2702  
janet.carlson@bta.mil  
www.defenselink.mil/bta



**APPENDIX D Communication-With-Offerrer Form**

OFFEROR:

Vexcel

COMMUNICATION NUMBER: one

1. PROPOSAL REFERENCE

2. REASON FOR SUBMISSION:

X

DEFICIENCY (failure of the quotation to meet a Government requirement or a combination of significant weaknesses in a quotation that increases the risk of unsuccessful performance to an unacceptable level))

\_\_\_\_\_

WEAKNESS (flaw in the quotation that increases the risk of unsuccessful performance; "significant weakness" in the quotation is a flaw that appreciably increases the risk of unsuccessful performance)

\_\_\_\_\_

OTHER (ambiguity, error, omission, mistake, etc.)

3. STATEMENT OF PROBLEM:

On-line marking is missing from the demonstration

Thomas M. Farber  
EVALUATOR(s)

3/31/2010  
DATE

## APPENDIX D    Communication-With-Offeror Form

OFFEROR:

Credence

COMMUNICATION NUMBER: one

1. PROPOSAL REFERENCE

2. REASON FOR SUBMISSION:

X

DEFICIENCY (failure of the quotation to meet a Government requirement or a combination of significant weaknesses in a quotation that increases the risk of unsuccessful performance to an unacceptable level))

\_\_\_\_\_

WEAKNESS (flaw in the quotation that increases the risk of unsuccessful performance; "significant weakness" in the quotation is a flaw that appreciably increases the risk of unsuccessful performance)

\_\_\_\_\_

OTHER (ambiguity, error, omission, mistake, etc.)

3. STATEMENT OF PROBLEM:

Blank ballot printing for manual marking, could only do by not selecting anyone – no instructions for that or better approach

Frank M. Forbes  
EVALUATOR(S)

4/3/2010  
DATE



BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON, VA 22240-5291

(b)(5)

APR 21 2010

Gentlemen:

Thank you for your quotation in response to HQ0566-10-Q-0018, the FVAP Wizard Support Services project.

Your proposal was evaluated in accordance with the applicable criteria identified in HQ0566-18-Q-0018. As a result, of this evaluation, your quote was not rated high enough to be selected for an offer of a BPA.


The following information is provided for your information:

- BPA offers for a complete services solution for web based wizard capability were made to:  
Aquilent, Inc., 1100 West Street, Laurel, MD 20707  
Credence Management Solutions, 723 Capitol Square PI SW, Washington, DC 20026  
Everyone Counts, Inc., 1804 Garnet Ave. #408, San Diego, CA 92109  
Konnech, Inc., 4211 Okemos Rd. Ste. 3, Okemos, MI 48864-3287  
Scytl, 6012 Glen Abbey Dr., Richmond, VA 23059  
Vexcel, 5775 Flatiron Parkway, Suite 220, Boulder, CO 80301
- Ten quotes were received.

The ratings for the non-price factors for your company were (b)(6) on Technical and (b)(6) on Past Performance.

The BTA will not consider subsequent revisions of your quotation. We determined the quotations from Aquilent, Credence, Everyone Counts, Konnech, Scytl, and Vexcel were higher rated, conformed to the solicitation, and were advantageous to the Government. The BTA appreciates your interest in this acquisition and encourages your continued interest in future solicitations.

Sincerely,

  
Janet M. Carlson  
Contracting Officer



BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON, VA 22240-5291

(b)(5)

APR 21 2010

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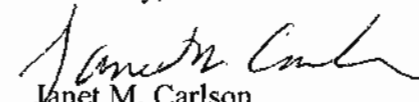
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Konnech, Inc., 4211 Okemos Rd. Ste. 3, Okemos, MI 48864-3287  
Scytl, 6012 Glen Abbey Dr., Richmond, VA 23059  
Vexcel, 5775 Flatiron Parkway, Suite 220, Boulder, CO 80301
- Ten quotes were received.

The ratings for the non-price factors for your company were (b)(5) on Technical and (b)(5) on Past Performance.

The BTA will not consider subsequent revisions of your quotation. We determined the quotations from Aquilent, Credence, Everyone Counts, Konnech, Scytl, and Vexcel were higher rated, conformed to the solicitation, and were advantageous to the Government. The BTA appreciates your interest in this acquisition and encourages your continued interest in future solicitations.

Sincerely,

  
Janet M. Carlson  
Contracting Officer



BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON, VA 22240-5291

(b)(5)

APR 21 2010

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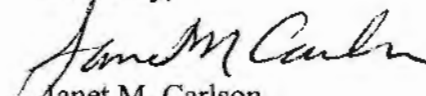
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- Ten quotes were received.

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The BTA will not consider subsequent revisions of your quotation. We determined the quotations from Aquilent, Credence, Everyone Counts, Konnech, Scytl, and Vexcel were higher rated, conformed to the solicitation, and were advantageous to the Government. The BTA appreciates your interest in this acquisition and encourages your continued interest in future solicitations.

Sincerely,

  
Janet M. Carlson  
Contracting Officer





BUSINESS TRANSFORMATION AGENCY  
1851 SOUTH BELL STREET  
ARLINGTON, VA 22240-5291

(b)(5)

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- Ten quotes were received.

The ratings for the non-price factors for your company were (b)(5) on Technical and (b)(5) on Past Performance.

The BTA will not consider subsequent revisions of your quotation. We determined the quotations from Aquilent, Credence, Everyone Counts, Konnech, Scytl, and Vexcel were higher rated, conformed to the solicitation, and were advantageous to the Government. The BTA appreciates your interest in this acquisition and encourages your continued interest in future solicitations.

Sincerely,

  
Janet M. Carlson  
Contracting Officer

**Carlson, Janet M**

---

**From:** (b)(6)  
**Sent:** Wednesday, March 17, 2010 10:33 AM  
**To:** (b)(6)  
**Subject:** questions regarding FVAP SOW

Hi!

We have a question as to what specifically the use case demonstrations should show:

- a) Should they be a absentee ballot registration form? If so, can you provide fields for each one?
- b) Should it provide a form where someone submits a ballot? If so can you provide fields
- c) Should it provide a pre-printed envelope and pdf version of the ballot pre-printed?

The use cases are extremely broad and do not provide vendors with enough information to move forward. Please advise.

Thanks

(b)(6)



**Carlson, Janet M**

---

**From:** (b)(6)  
**Sent:** Thursday, March 18, 2010 10:45 AM  
**To:** (b)(6)  
**Subject:** Questions for RFP : HQ0566-10-Q-0018  
**Attachments:** RFP\_questions.docx



RFP\_questions.doc

x

(b)(6)

(b)(6) has identified the attached questions with regard to the recent subject RFP for FVAP COTS Support Services. We appreciate any input the Contracting Office or the FVAP program can provide on the below.

Thanks very much.

V/R,

(b)(6)

(b)(6)

Section 4.1, Objective 4 states that "All wizards must be accessible and usable without having to log in or provide means of identification. If States wish to add additional requirements for voter verification or individual ballot control, that will be the States' responsibility to separately contract." Given the above, are respondent's nonetheless expected to address how their software or systems may address voter verification requirements?

The RFP lists the deadline for Submission of Quotes as being on or before March 26, 2010, 1 PM. However, the opportunity listing on the FBO.gov website lists March 30, 2010, 4:30 PM as the deadline. Please clarify on which date responses are due.

Can FVAP provide jurisdiction-specific ballot forms for each of the three use cases listed under Section E, Part 2?

Is any further use case information – such as ballot initiatives, offices & candidates, and state-specific output formats – available for setup of the prototype?

Will the demonstration website and pilot deliverable be expected to enable online voter registration, or is the requirement limited to enabling the creation of absentee ballots for voters that have already registered?

Will state-specific pilot call orders be competed individually? How many call orders does FVAP anticipate awarding?

**Carlson, Janet M**

---

**From:** (b)(6)  
**Sent:** Thursday, March 18, 2010 4:18 PM  
**To:** (b)(6)  
**Cc:** Carlson, Janet M  
**Subject:** Questions and Clarifications for the FVAP COTS Support Services RFQ (Solicitation# HQ0566-10-Q-0018)

Dear (b)(6),

(b)(6) would like to respectfully submit the following questions for the above referenced RFQ:

- \* Kindly confirm that no Price Proposal is required at this time.
- \* Is there a BTA COR assigned to this BPA?
- \* Section 10.0 - We are presuming that a Facility Secret Clearance will be required from the Offeror to be able to perform the Federal and State background checks and issue Visit-Authorization-Requests (VAR). Please confirm.
- \* Section E.1 - Kindly clarify the NAICS Code for this acquisition - 541510 (RFQ) or 541519 (FBO)?
- \* Section E.2 - Kindly clarify if we are required to submit 1 hardcopy and 1 electronic copy (RFQ) or just 1 electronic copy (RFQ)?
- \* Section E.2 - Kindly clarify if we need to submit Quotes to Ms. Huang and Mr. Blaushild (RFQ) or to yourself (FBO)?
- \* Technical Proposal - Can we request that the Use Cases and Wizard Execution Instructions to be provided with the Technical Proposal, be considered outside of the 15 page limit?
- \* Completed Copy of Reqs and Certs - Will it suffice to provide a print-out of our updated records from ORCA?

Data Interoperability:

- \* The RFQ references OASES EML Format - We presume that this reference is for OASIS (Organization for the Advancement of Structured Information Standards) EML? OASIS is the internationally accepted open standards organization which is also referenced in most Federal initiative involving open source development. OASIS EML is the specification that standardizes election and voter services information using XML, and has already been proven in the European Elections in 2009. Please see: [http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview) <[http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview)>
- \* If the reference was not for OASIS EML, we would like to respectfully request that this be added to the list of Preferred Data Interoperability Format.

Sincerely - (b)(6)

(b)(6)

**Carlson, Janet M**

---

**From:** (b)(6)  
**Sent:** Thursday, March 18, 2010 4:29 PM  
**To:** (b)(6)  
**Cc:** Carlson, Janet M  
**Subject:** RE: Questions and Clarifications for the FVAP COTS Support Services RFQ (Solicitation# HQ0566-10-Q-0018)

One more:

\* Kindly clarify whether the Due Date is March 26, 2010 1PM (RFQ) or March 30, 2010 430PM (FBO)?

Thanks - (b)(6)

---

**From:** (b)(6)  
**Sent:** Thursday, March 18, 2010 4:18 PM  
**To:** (b)(6)  
**Cc:** 'janet.carlson@bta.mil'  
**Subject:** Questions and Clarifications for the FVAP COTS Support Services RFQ (Solicitation# HQ0566-10-Q-0018)

Dear (b)(6),

(b)(6) would like to respectfully submit the following questions for the above referenced RFQ:

- \* Kindly confirm that no Price Proposal is required at this time.
- \* Is there a BTA COR assigned to this BPA?
- \* Section 10.0 - We are presuming that a Facility Secret Clearance will be required from the Offeror to be able to perform the Federal and State background checks and issue Visit-Authorization-Requests (VAR). Please confirm.
- \* Section E.1 - Kindly clarify the NAICS Code for this acquisition - 541510 (RFQ) or 541519 (FBO)?
- \* Section E.2 - Kindly clarify if we are required to submit 1 hardcopy and 1 electronic copy (RFQ) or just 1 electronic copy (RFQ)?
- \* Section E.2 - Kindly clarify if we need to submit Quotes to Ms. Huang and Mr. Blaushild (RFQ) or to yourself (FBO)?
- \* Technical Proposal - Can we request that the Use Cases and Wizard Execution Instructions to be provided with the Technical Proposal, be considered outside of the 15 page limit?
- \* Completed Copy of Reqs and Certs - Will it suffice to provide a print-out of our updated records from ORCA?

Data Interoperability:

- \* The RFQ references OASES EML Format - We presume that this reference is for OASIS (Organization for the Advancement of Structured Information Standards) EML? OASIS is the internationally accepted open standards organization which is also referenced in most Federal initiative involving open source development. OASIS EML is the specification that standardizes election and voter services information using XML, and has already been proven in the European Elections in 2009. Please see: [http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview) <[http://www.oasis-open.org/committees/tc\\_home.php?wg\\_abbrev=election#overview](http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=election#overview)>
- \* If the reference was not for OASIS EML, we would like to respectfully request that

this be added to the list of Preferred Data Interoperability Format.

Sincerely - (b)(6)

(b)(6)

**Carlson, Janet M**

---

**From:** [REDACTED]  
**Sent:** Thursday, March 18, 2010 10:33 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FVAP HQ0566-10-0018; questions regarding  
**Attachments:** image003.png



We have the following questions regarding the solicitation:

1. Page 22 of the document says the due date is March 26th at 1:30PM; the notice on the FBO site says March 30th at 4:30PM. What is the due date?
2. There appears to be no instructions as to how to present/provide pricing/quote information. Where can we find this information? What information is required?

We will of course have further questions in the near future. Thank you,



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**Carlson, Janet M**

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**From:** [REDACTED]  
**Sent:** Thursday, March 18, 2010 10:46 PM  
**To:** [REDACTED]  
**Subject:** FVAP HQ0566-10-Q-0018; questions regarding

**Attachments:** image001.png



image001.png



Page 22 of the solicitation states the NAICS code for this acquisition is 541510 - Other computer related services. However, in our CCR registration (was verifying our data), 541510 is not a recognized NAICS code. 541519 seems to have replaced it. Can you clarify? Thank you,



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**Carlson, Janet M**

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**From:** [REDACTED]  
**Sent:** Thursday, March 18, 2010 10:58 PM  
**To:** [REDACTED]  
**Subject:** FVAP HQ0566-10-Q-0018; questions regarding

**Attachments:** image001.png



I see we are required to submit the Standard Form 1449 completed. On page 2 Section B, there is a Schedule table. Is this where we are to put our pricing? If so, how many states/territories should we assume? The Schedule for Quantity, Unit Price and Total Price. Is this the information you want for pricing? If not, how do we present our pricing? Thanks,



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**Carlson, Janet M**

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**From:** [REDACTED]  
**Sent:** Friday, March 19, 2010 8:16 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FVAP Solicitation HQ0566-10-Q-0028; question regarding

**Attachments:** image001.png



image001.png



According to the tender, we are limited to a 15 page response. There is a requirement to provide the Standard Form 1449 and other forms - are these to be considered to be part of the 15 pages? Can you clarify? Thanks,



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**SOURCE SELECTION DECISION DOCUMENT FOR RFQ HQ0566-10-P-0018  
FEDERAL VOTERS ASSISTANCE PROGRAM (FVAP)  
WIZARDS SUPPORT PROJECT**

**A. Introduction.**

I am the Source Selection Authority (SSA) for the Business Transformation Agency (BTA) RFQ HQ0566-10-P-0018 Federal Voters Assistance Program (FVAP) Wizards Support Project. This document sets forth my selection rationale.

**B. Background.**

Federal Voters Assistance Program (FVAP) assists military and overseas voters to exercise their right to vote, primarily through the absentee voting assistance process. It does so under the authority of the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), and in close coordination with State and local election officials, the Departments of Justice and State, and the military services. It provides assistance to over 1.5 million uniformed service personnel, 1.1 million voting age dependents, and two to four million potential overseas voters.

Each State, territory and the District of Columbia has unique requirements and timelines for military and overseas voters to register, request absentee ballots, receive and return absentee ballots. The purpose of this effort is to improve on-line voting assistance and voting opportunities for uniformed service personnel and dependents, and overseas voters of all 56 States and territories by piloting secure, web based state specific voting assistance wizard capability services including hosting and help desk. BPA issued an RFI in January 2010 to assess commercial market capabilities and interested companies. Twenty firms responded to the RFI. Ten firms identified commercially available technology applicable for the purpose of Electronic Voting Wizards.

This procurement is being conducted under the authority of FAR Subpart 13.5 Test Program for Certain Commercial Items and FAR Part 12 and 13 procedures. On March 16, 2010 RFQ HQ0566-10-P-0018 was posted to FedBizOps and sent to all companies responding to the earlier RFI or otherwise indicating interest in the requirement to the FVAP program office. The intent of the RFQ was to identify vendors capable of providing the on-line voting wizard support services based upon the vendor's technical and past performance submission. BPAs would be awarded to the successful offerors and the actual State Wizard support requirements would be competed among the successful BPA holders. For this reason, vendors were asked to submit technical and past performance information. The pricing would be evaluated separately on a State-by-State basis when competing the individual BPA calls on a lowest priced technically acceptable basis. The due date for submission of quotes was March 30, 2010. Two amendments were issued to the RFQ. The first amendment addressed administrative issues and questions such as due date, delivery of hard copy proposals, whether price proposals were requested, etc. The second amendment answered technical questions and eliminated the prioritization of listed technical objectives in the Performance Work Statement (PWS).

Ten timely proposals were submitted to the government from Acquilent, Catalyst, Credence, Elections by the People, Everyone Counts, HR Worx, Konnech, New Path, ScytI, and Vexcel.

Informal source selection procedures are being used in this procurement. The proposals were evaluated by a Source Selection Evaluation Board (SSEB). The SSEB presented its initial findings to me on April 5, 2010. The RFQ advised the following concerning communications during the evaluation process: "During the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result, of such communication the Government may allow Quoters to submit quote revisions". Based on the need for clarification, the Contracting Officer issued clarification questions to three offerors. The government did not request revised quotes from the offerors. I performed a comprehensive comparison and analysis of the reports for offerors competing for award. Unless otherwise noted below, I concur with the SSEB evaluations.

As the SSA for this acquisition, I have determined that the quotes submitted by Aquilent, Credence, Everyone Counts, Konnech, ScytI, and Vexcel conform to the solicitation and will be advantageous to the government. I have based my selection on the findings of the SSEB and my own independent assessment of the proposals -- giving appropriate consideration to the evaluation criteria set forth in the RFQ and their relative weight. I have conducted a careful comparison of the proposals under all of the criteria set forth in the RFQ, technical and past performance, and exercised my judgment independently in making the selection.

### **C. Evaluation Process and Criteria.**

Section E -- Solicitation Provisions of the RFQ tailored Clause 52.212-2—Evaluation—Commercial items (Jan 1999) provides that the Government will offer BPAs to responsible offerors whose offers conform to the solicitation and will be advantageous to the government, technical and past performance factors considered. The RFQ advised that:

*(i) Technical. The government will evaluate the capability of the offeror's Wizard services to meet the Government's requirement from a technical, quality and timeliness perspective. The offeror must demonstrate the capability of the offered services to achieve the requested demonstrated use cases to be considered for an award of a BPA. The government will access the use cases through the vendor's URL submitted with the proposal. The government will contact the offeror if they are not able to access the URL.*

The following use cases are required for demonstration of wizard functionality:

1. *Show completion of the jurisdiction specific ballot for a Uniformed Services Member from Bexar County, Texas, using address: 414 E Nueva, San Antonio, TX 78205-3422 as a voting residence address and PSC 3456, APO AE 09567 as a mailing address.*

2. *Show completion of the jurisdiction specific ballot from a registered voting-age military dependent from Alaska. Use voting residence address: 410 North Willow, Kenai, Alaska 99611 and mailing address: 601 Snowman Lane, North Pole, AK 99705.*

3. *Show completion of a jurisdiction specific ballot from a Virginia resident working temporarily overseas. Name: Gretchen Vogel, female, born 12/2/1987, last four of social: 1234, voting residence address: 5106 Thackary Ct, Fairfax, VA 22032; mailing address: Haindlfinger Str. 10, 85356 Freising, DE. Resident works for the Kempinski Hotel Airport München at Terminalstrasse Mitte 20, 85356 München, Germany.*

*(ii) Past Performance. Past performance will be evaluated on submitted past performance references and other available information for quality of services, timeliness, and customer satisfaction to assess performance risk. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorable or unfavorably on past performance.*

As stated above, the RFQ identified the following two evaluation factors. There are no subfactors.

Factor 1 (F1): Technical

Factor 2 (F2): Past Performance

With regard to the relative order of importance of the factors, the RFQ stated the following: "The Technical Factor is more important than the Past Performance Factor".

A rating scheme was used in performing the evaluation. The rating and associated descriptions are set forth below for the pertinent factors.



Below are the evaluation results for the offerors:

**D. Evaluation Findings.**

As stated above, unless otherwise noted below, I concur with the SSEB's findings as expressed in its evaluation reports and I incorporate the SSEB's evaluation reports by reference.

**E. Summary of Evaluation Findings**

The table below summarizes the evaluation results.

Evaluation of Voting Assistance Wizard Services		Aquilent	Credence	Everyone Counts	Konnech	Soyli	Vexcel
Requirements				Capability D			
Purpose - 1	On-line marking of an absentee ballot for federal, State and local elections for a specific voter's precinct	Y	Y	Y	Y	Y	Y
Purpose - 2	Hard copy print-out of voted ballot with all voter markings populated on the printed ballot	Y	Y	Y	Y	Y	Y
Purpose - 3	On-line delivery of blank (unmarked) ballot for voter print-out and hand marking	Y	Y	Y	Y	Y	Y
Purpose - 4	State - specific casting and return instructions	Y	Y	Y	Y	Y	Y
Technical Overall				Good, Fa			
Past Performance Evaluation (Customer Service, Quality, Timeliness)							
Risk							
* = URL demonstration not available							

**1. Aquilent**

Aquilent is rated [redacted] on Technical and [redacted] on Past Performance (no relevant past performance).

Under Technical, Aquilent's quote contains the following significant strengths:

[redacted]

Under Technical, Aquilent's quote contains the following minor weaknesses:

[redacted]



[REDACTED]

[REDACTED]

2. [REDACTED]

[REDACTED] quote was rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, [REDACTED]

[REDACTED]

These technical issues are considered very significant weaknesses. [REDACTED]

[REDACTED]

Catalyst did not submit any past performance references. On this basis they were rated Neutral for Past Performance.

3. Credence

Credence is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, Credence's quote contains the following significant strengths:

[REDACTED]

Under Past Performance, Credence submitted two past performance references.

[REDACTED]

4. [REDACTED]

SOURCE SELECTION INFORMATION - SEE FAR 2.101 & 3.104

[REDACTED] is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, [REDACTED] had the following significant strengths:

[REDACTED]

Under Technical, the following minor weaknesses identified were [REDACTED]

[REDACTED]

The following significant weaknesses were identified:

[REDACTED]

These are considered very significant weaknesses since the [REDACTED]

[REDACTED]

Under Past Performance, [REDACTED] past performance references. On this basis, [REDACTED] was rated [REDACTED] on Past Performance.

5. Everyone Counts

Everyone Counts is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strengths were identified: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED] is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strength was identified: [REDACTED]

[REDACTED]

The following minor weaknesses were identified: [REDACTED]

[REDACTED]

[REDACTED]

The following weaknesses were identified:

[REDACTED]

The following significant weaknesses were identified:

[REDACTED]

[REDACTED]

These are considered very significant weaknesses since [REDACTED]

[REDACTED]

Under Past Performance, [REDACTED] submitted three past performance references.

[REDACTED]

7. Konnech

Konnech is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strengths were identified: [REDACTED]

[REDACTED]

A weakness identified was [REDACTED]

[REDACTED]

The following significant weaknesses were identified: [REDACTED]

[REDACTED]

Under Past Performance, Konnech submitted [REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED] is rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strength was identified: [REDACTED]

[REDACTED]

The following minor weaknesses were identified: [REDACTED]

[REDACTED]

[REDACTED]

The following significant weaknesses were identified:

[REDACTED]

These are considered very significant weaknesses since

[REDACTED]

Under Past Performance, [REDACTED] submitted [REDACTED] references which

[REDACTED]

9. Scytl

Scytl was rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strengths were identified:

[REDACTED]

Under Past Performance, Scytl submitted [REDACTED] past performance references.

[REDACTED]

10. Vexcel

Vexcel was rated [REDACTED] on Technical and [REDACTED] on Past Performance.

Under Technical, the following significant strengths were identified:

The following minor weaknesses were identified:

Vexcel's significant strengths are not offset by these minor weaknesses and indicate a very good probability of successful performance.

Under Past Performance, Vexcel submitted past performance references. and spoke very highly of Vexcel's customer satisfaction, quality, and timeliness.

#### F. Comparison of Quoters

The four quoters that will not be offered BPAs compare to the six that will as follows:

- was rated on Technical since they  
Catalyst was neutral on Past Performance based upon

- were rated on Technical because in each case the offered services had significant weaknesses

The significant weaknesses included as privacy concerns, third-party software downloads, or lack of wizard  
were rated  
on Past Performance based upon either

- Credence, Everyone Counts, Scytl, and Vexcel all demonstrated the capability of the offered services to achieve the requested demonstrated use cases; were rated for technical solution capability, quality, and timeliness; and offered significant strengths. They also had past performance references indicating risk in meeting the government's requirements.

- Aquilent demonstrated the capability of the offered services to achieve the requested demonstrated use cases; were rated (b)(5) for technical solution capability, quality, and timeliness; and offered significant strengths not offset by weaknesses. They had a (b)(5) past performance rating because (b)(5)

- Konnech demonstrated the capability of the offered services to achieve the requested demonstrated use cases, but was rated (b)(5) for technical solution capability, quality, and timeliness (offered strengths were offset by weaknesses) indicating a (b)(5) risk in meeting the government's requirements. On Past Performance, Konnech had a (b)(5) rating indicating a (b)(5) of risk in meeting the government's requirements, which (b)(5) on Technical.

In summary, Credence, Everyone Counts, Scytl, Vexcel, Aquilent, and Konnech offered solutions that will be easy for the absentee voter to use and can satisfy the State Specific requirements in a timely manner to meet the 2010 election cycle timeframes. (b)(5)

(b)(5) did not demonstrate the capability of meeting the government's requirements for this near-term absentee ballot pilot.

	(b)(5)	Konnech	Aquilent	Credence	Everyone Counts	Scytl	Vexcel
Technical Overall	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)
Solution capability	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)
Quality	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)
Solution response timeliness	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)
Past Performance Evaluation (Customer Service, Quality, Timeliness)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)
Risk	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)	(b)(5)

Pricing was not a factor in the evaluation for award of a BPA. All of the successful BPA holders will be solicited for the individual states requirements and award of the BPA calls will be on a lowest priced technically acceptable basis.

**G. Conclusion.**

For the reasons set forth above, I have concluded that the quotes from Acquilent, Credence, Everyone Counts, Konnech, Scytl, and Vexcel conform to the solicitation and will be advantageous to the government, considering the RFQ's evaluation factors. BPAs will be offered to these successful quoters.

DATE \_\_\_\_\_ Janet Carlson  
Source Selection Authority

SOURCE SELECTION INFORMATION - SEE FAR 2.101 & 3.104



# Business Transformation Agency

The **Business Transformation Agency (BTA)** was an organization of the United States Department of Defense responsible for guiding the Department's business operations modernization. The BTA was active from 2005 until its closure in 2011.

The agency aimed to foster business operations support for the American warfighter and seeks to provide accountability to the American taxpayer by systematically improving DoD's business processes, ERP systems and investment governance. Aiming to provide consistency, consolidation and coordination across the Department of Defense, the BTA produces the Enterprise Transition Plan (ETP)—an integrated and executable roadmap that observes the standards laid out in the Business Enterprise Architecture (BEA). The ETP and the BEA aimed to transform DoD business operations to achieve improved warfighter support while enabling financial accountability across the Department of Defense.



Business Transformation Agency logo

The Business Transformation Agency was established by Deputy Secretary of Defense Gordon R. England on October 7, 2005.<sup>[1]</sup> The founding executives of the BTA were Co-Directors Thomas Modly, Deputy Under Secretary of Defense for Financial Management, and Paul Brinkley, Deputy Under Secretary of Defense for Business Transformation; Director of Transformation Planning and Performance, David Fisher; Director of Transformation Priorities and Requirements, Radha Sekar; Director; Director of Investment Management, Paul Ketrick; Director of Warfighter Support, Bob Love; Director of Information and Federation Management, David Scantling; and Director of Agency Operations, Navy Captain Michael Murphy.

In August 2010, Secretary of Defense Robert Gates directed the inactivation of the BTA. The disestablishment of the agency was to be completed by September 2011. In his speech, Secretary Gates said "The Business Transformation Agency was formally established in 2006 to foster the reform and modernization of this department's business practices. Since its creation, BTA, an agency that now employs approximately 360 people and spends \$340 million a year, has shifted more of its focus to day-to-day oversight of individual acquisition programs, a function that can be performed by a number of other organizations. Furthermore, the mission assigned to BTA has largely been legislatively assigned to other elements of the department."<sup>[2]</sup>

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### Business transformation

#### Organization

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Enterprise Integration

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Priorities & Requirements – Financial Management

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[Warfighter Requirements](#)

[Chief of Staff](#)

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## Business transformation

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In the last decades of the 20th century, the Department of Defense business model was configured to support a military dependent on large-scale weapons systems and prepared for sustained, predictable battlefield engagements in specific parts of the world. With the challenges that face the U.S. military in the 21st century, the DoD established the Business Transformation Agency to allow the defense business enterprise to adapt, flex, and react effectively to the needs of its modern joint warfighter. Transformation seeks to make DoD business operations more agile, lean and rapid. The Department called its approach to this need for transformation “federated”—meaning that uniformed and civilian leadership at all levels in the DoD were considered accountable for transformation progress. This effort was announced to be structured to support four strategic objectives:

- Develop and provide support for U.S. joint warfighting capability
- Enable rapid access to information for strategic decisions by fostering the development of interoperable and efficient ERP systems
- Reduce the cost of Defense Business operations
- Improve financial stewardship to the American people

The Defense Business Systems Management Committee, chaired by the [Deputy Secretary of Defense](#), led the Transformation endeavor. The BTA was intended to serve as a catalyst for transformation by coordinating and integrating transformation activity at the DoD enterprise level. As of 2020, the Defense Business Systems Management Committee still functions to oversee development and management of business systems within the DoD.

## Organization

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The BTA was divided into 8 directorates organized around the functions of supporting defense business transformation. Overseeing these directorates was Director David M. Fisher, author of ***Optimize Now (or else!)*** (ISBN 0-595-29837-0), a guide to successful organizational transformation.

### Defense Business Systems Acquisition Executive

The DBSAE provided direct oversight of 27 department-wide ERP programs. Notable among these programs are the Defense Travel System (DTS), the [Defense Integrated Military Human Resources System](#) (DIMHRS) and the [Federal Voting Assistance Program](#) (FVAP).

### Enterprise Integration

EI worked to ensure fast adoption of DoD-wide information and process standards as defined in the BEA. They sought to eliminate burdensome processes that hinder successful, speedy deployment of ERP capabilities within the DoD components.

## **Enterprise Planning and Investment**

EP&I provided investment management leadership for DoD Enterprise-level business systems. It coordinates the efforts of DoD's acquisition policy as outlined in the DoD 5000 series pertaining to business systems. The Directorate also provides input for the Quadrennial Defense Review. EP&I is responsible for the Business Enterprise Architecture (BEA), the Enterprise Transition Plan (ETP), and the March Congressional Report (MCR). EP&I was the result of a merger of the former directorates *Transformation Priorities & Requirements* and *Investment Management*.

## **Priorities & Requirements – Financial Management**

P&R-FM was the primary link to the Principal Staff Assistants within the Office of the Secretary of Defense (OSD) and other DoD-level organizations; in particular the Defense Finance and Accounting Service (DFAS) and Office of the Secretary of Defense (Comptroller). They ensured that the financial visibility priorities and requirements of these client organizations are reflected in the BEA and ETP, and in the guidance for business system investment management.

## **Priorities & Requirements – Human Resource Management**

P&R-HRM was the primary link to the Office of the Under Secretary of Defense (Personnel and Readiness) regarding all human resource management related transformation activities. They aligned functional priorities and requirements of these client organizations in the BEA and ETP, and in the guidance for business system investment management.

## **Priorities & Requirements – Supply Chain Management**

P&R-SCM served as the primary link to the Principal Staff Assistants within the Office of the Secretary of Defense and other DoD-level organizations as they relate to Supply Chain Management. They ensure that functional priorities Material Visibility, Common Supplier Engagement, Acquisition Visibility, and Real Property Accountability are reflected in the BEA and the ETP, and in the guidance for business system investment management.

## **Warfighter Requirements**

WR identified and resolved urgent DoD business issues that are directly affecting the troops. The WR also serves as an advocate for soldiers within the BTA. WR projects included economic roundtables that brought together organizations responsible for Mideast economic redevelopment with personnel who are about to be deployed to Iraq and Afghanistan. These roundtables established a working relationship that can be continued once they are deployed.

## **Chief of Staff**

The office of the Chief of Staff provided operational support for the employees at the BTA. This included sections managing personnel, pay, planning, budgeting, infrastructure, IT, and internal management activities.

## See also

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- [Business Transformation](#)

## References

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1. "Archived copy" (<https://web.archive.org/web/20090217115028/http://www.bta.mil/index.html>). Archived from the original (<http://www.bta.mil/index.html>) on 2009-02-17. Retrieved 2009-03-01.
2. <http://www.defense.gov/transcripts/transcript.aspx?transcriptid=4669>

## External links

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- [DoD Deputy Chief Management Officer Website \(http://www.defense.gov/dbt/\)](http://www.defense.gov/dbt/)
- [DoD memo defining the organization of the BTA \(PDF\) \(http://www.defenselink.mil/dbt/products/Organization\\_of\\_the\\_Defense\\_Business\\_Transformation\\_Agency.pdf\)](http://www.defenselink.mil/dbt/products/Organization_of_the_Defense_Business_Transformation_Agency.pdf)

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