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 23 APRIL 2010

4. ORDER NUMBER

5. SOLICITATION NUMBER HQ0566-10-Q-0018

6. SOLICITATION ISSUE DATE 16 MARCH 2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME JANET CARLSON

b. TELEPHONE NUMBER (No collect calls) 703-602-5280

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE HQ0566

BUSINESS TRANSFORMATION AGENCY
1851 SOUTH BELL STREET
ARLINGTON VA 22240

10. THIS ACQUISITON IS
☑ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
NAICS:
SIZE STANDARD:
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

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
☑ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE BLOCK 9

17a. CONTRACTOR/ OFFEROR CODE 4WPK2 FACILITY CODE 805875718

CREDENCE MANAGEMENT SOLUTIONS
723 CAPITOL SQUARE PLACE SW
WASHINGTON DC 20026

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE HQ0600

DFAS IN INVP DOD INITIATIVE
8899 E 56TH ST.
INDIANAPOLIS IN 46249-1505

☐ 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

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 ☐ 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

☐ 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)
SIDDHARTHA CHOWDHARY
PRESIDENT & CEO

30c. DATE SIGNED 04/23/2010

31b. NAME OF CONTRACTING OFFICER (Type or print)
JANET M. CARLSON

31c. DATE SIGNED 4/23/2010

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. TELPHONE NUMBER OF AUTHORZED 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 31st, 2011 IAW the PWS FFP	TBD*	TBD*	US$ 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 theVietnam 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.

__X__ 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 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 31st, 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	**Portal Services** - 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	**Secured data submission and form upload** – 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	**Data interoperability** – 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	**Voter Verification and Ballot Control** - 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	**Ballot Return** – 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) 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)

Task Reference	Performance Requirement	Performance Standard	Performance Metric/Desired Outcome	Monitoring Method
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_____