**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
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<tbody>
<tr>
<td>JANET CARLSON</td>
<td></td>
<td>703-602-5280</td>
<td>UNRESTRICTED OR</td>
<td>SEE SCHEDULE</td>
<td>RATED ORDER UNDER</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>SET ASIDE:</td>
<td></td>
<td>DPAS (15 CFR 700)</td>
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<td></td>
<td></td>
<td></td>
<td>SMALL BUSINESS</td>
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<td></td>
<td></td>
<td></td>
<td>EMERGING SMALL BUSINESS</td>
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<td></td>
<td>HUBZONE SMALL BUSINESS</td>
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<td>SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>16. DRIVER TO</th>
<th>18. ADMINISTERED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HQ0566</td>
</tr>
</tbody>
</table>

**CODE**

<table>
<thead>
<tr>
<th>17a. CONTRACT/ OFFEROR</th>
<th>17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</th>
</tr>
</thead>
<tbody>
<tr>
<td>VEXCEL CORPORATION</td>
<td></td>
</tr>
<tr>
<td>5775 FLATIRON PARKWAY,</td>
<td></td>
</tr>
<tr>
<td>SUITE 220</td>
<td></td>
</tr>
<tr>
<td>BOULDER, CO 80301</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td></td>
</tr>
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</table>

**CODE**

<table>
<thead>
<tr>
<th>18a. PAYMENT WILL BE MADE BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>HQ0600</td>
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</table>

**CODE**

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</thead>
<tbody>
<tr>
<td>(See Schedule and/or Attach Additional Sheets as Necessary)</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>25. ACCOUNTING AND APPROPRIATION DATA</th>
<th>26. TOTAL AWARD AMOUNT (For Gov't. Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>27a. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED, ADDENDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>29. AWARD OF CONTRACT: REF. HQ0566100Q0012 OFFER DATED 3-30-2010. YOUR OFFER ON SOLICITATION BLOCK 51, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS</th>
<th>30. SIGNATURE OF OFFER/CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>KEVIN FREICH, President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</th>
<th>31b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANET M. CARLSON</td>
<td>4/23/10</td>
</tr>
</tbody>
</table>

AUTHORIZED FOR LOCAL REPRODUCTION

PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)

Prescribed by OMB - FAR (48 CFR 52.212-4)
SECTION B -- Schedule

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UP</th>
<th>UOM</th>
<th>T. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>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.</td>
<td>TBD*</td>
<td>TBD*</td>
<td>TBD*</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Description</th>
<th>Incorporation Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-5</td>
<td>Covenant Against</td>
<td>APR 1984</td>
</tr>
<tr>
<td></td>
<td>Contingent Fees</td>
<td></td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback</td>
<td>JUL 1995</td>
</tr>
<tr>
<td></td>
<td>Procedures</td>
<td></td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Recycled Paper</td>
<td>AUG 2000</td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions-- Commercial Items</td>
<td>MAR 2009</td>
</tr>
<tr>
<td>52.219-8</td>
<td>Utilization of Small Business Concerns</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>52.232-20</td>
<td>Limitation Of Cost</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.237-3</td>
<td>Continuity Of Services</td>
<td>JAN 1991</td>
</tr>
<tr>
<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
</tr>
<tr>
<td>52.242-15</td>
<td>Stop-Work Order</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.253-1</td>
<td>Computer Generated Forms</td>
<td>JAN 1991</td>
</tr>
</tbody>
</table>
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)).


(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.)


____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).


(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].


(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.


(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)).


(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)).


(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.


(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).


(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).


(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.)


(ii) Alternate I (DEC 2007) of 52.223-16.

(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.)


(8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(l)).

(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—


(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).


(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).


(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)).


(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)(ii), 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.


(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.


   (10) _252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2008) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
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:


(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.
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 or September 18, 2010**
- **5.2.5 Online Delivery Deadline**: 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.

<table>
<thead>
<tr>
<th>Task Reference</th>
<th>Performance Requirement</th>
<th>Performance Standard</th>
<th>Performance Metric/Desired Outcome</th>
<th>Monitoring Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paragraph 4</td>
<td>Deadlines</td>
<td>Time is of the Essence. Required milestones detailed in paragraph 5 must be met.</td>
<td>All timed milestone requirements are met.</td>
<td>Delivery of complete, functional, and accurate Wizard capability IAW BPA Call order specifications with 100% inspection.</td>
</tr>
<tr>
<td>Paragraph 4</td>
<td>Customer Satisfaction</td>
<td>Vendor performance will be measured on both State and voter satisfaction.</td>
<td>Voters are able to access system and vote. Help Desk available and responsive.</td>
<td>Standard reporting and surveys</td>
</tr>
<tr>
<td>Paragraph 4 and 5</td>
<td>System and Availability</td>
<td>System availability during the election period is paramount. Extended or repeated system outages are unacceptable.</td>
<td>System availability during the election period is paramount. Extended or repeated system outages are unacceptable.</td>
<td>State election officials and the FVAP program office will monitor system availability</td>
</tr>
</tbody>
</table>

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.

- 100% Inspection - This level of inspection shall be accomplished by the COR conducting 100% documentation reviews.
- 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.
- 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:

- 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.
- 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@bia.mil

12.2 Contracting Officer's Representative (COR)
    Sheryl McGurk
    Phone: 703-607-0636
    Email: Sheryl.McGurk@bia.mil