

## GRANT MODIFICATION

GRANT NO: H98210-12-1-0020

PR NO(S): HQ0579-1311-0007-000

EFFECTIVE DATE: 16 DECEMBER 2011

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Grant. The Recipient **is required** to execute and return ONE (1) copy of this modification (via electronic mail) to the Grants Officer.

### DESCRIPTION OF MODIFICATION

**FIRST:** Based on the pre-award discussions between the Recipient and the Government (24 October 2011) the Parties agreed to eliminate the Recipient's proposed Seminar Hosting and the costs associated. At the time of award, the Grants Officer inadvertently obligated the Recipient's full budget as proposed. Therefore, this modification is issued in order to remove the Recipient's proposed Seminar Hosting and to deobligate Federal funding in the amount of \$47,500.00.

**SECOND:** As a result of this modification, the total obligated amount of this grant is hereby reduced by \$47,500.00, from \$787,616.00 to \$740,116.00.

--- SEE CONTINUATION PAGE(S) ---

### ACCOUNTING AND APPROPRIATIONS DATA:

ACRN AA: (b)(4)


AMOUNT: (\$47,500.00)

### EXECUTION OF MODIFICATION

#### FOR THE RECIPIENT

County of Boone  
801 E Walnut, Room 205  
Columbia, MO 65201-4890

CAGE: (b)(4)



(SIGNATURE)

WENDY S. NOREN

(NAME)

Boone County Clerk

(TITLE)


12/16/2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210



(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

16 DECEMBER 2011

(DATE)

**THIRD:** Section B, Article #13 "Government and Recipient Representatives" is hereby revised to add the Administrative Grants Officer's POC information:

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

<b>NAME</b>	<b>TITLE</b>	<b>OFFICE &amp; E-MAIL</b>	<b>PHONE</b>
Ms. Bradley J. Fitzhugh	Administrative Grants Officer	DCMA – Chicago 1523 West Central Road, Building 203 Arlington Heights, IL 60005-2451 <u><a href="mailto:Bradley.fitzhugh@dcma.mil">Bradley.fitzhugh@dcma.mil</a></u>	(314) 331-5514

**FOURTH AND FINAL:** All other remaining terms and conditions remain unchanged and in full force and effect.

### SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	RESEARCH AND PRODCUT DEVELOPMENT	RESEARCH SEMINAR			
<b>a. Personnel</b>	\$ 9,819.00				\$ 9,819.00
<b>b. Fringe Benefits</b>	1,249.00				1,249.00
<b>c. Travel</b>	16,500.00				16,500.00
<b>d. Equipment</b>	30,600.00				30,600.00
<b>e. Supplies</b>	6,000.00				6,000.00
<b>f. Contractual</b>	670,948.00				670,948.00
<b>g. Construction</b>					
<b>h. Other</b>	5,000.00	47,500.00			52,500.00
<b>i. Total Direct Charges (sum of 6a-6h)</b>	740,116.00	47,500.00			\$ 787,616.00
<b>j. Indirect Charges</b>					\$
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 740,116.00	\$ 47,500.00			\$ 787,616.00
<b>7. Program Income</b>	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)  
Prescribed by OMB (Circular A -102) Page 1A

## GRANT AWARD

GRANT NO: H98210-12-1-0009

PR NO(S): HQ0579-1311-0002-000

EFFECTIVE DATE: 13 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF GRANT:** \$350,000.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$350,000.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$350,000.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Louisiana Department of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Louisiana Department of State  
8585 Archives Avenue  
Baton Rouge, LA 70809-0206

CAGE: (b)(4)

(SIGNATURE)

J. Tom Schedlere

(NAME)

Secretary of State

(TITLE)

12/12/2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

(DATE)



## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

**2. GRANT TERM.** The Term of this Grant is for a period of **13 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 08 July 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## **5. FUNDING LIMITATIONS.**

**5.1.** The Government’s maximum obligation for the term of this Grant is **\$350,000.00**. Costs in excess of this amount will not be paid.

**5.2.** The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## **6. PAYMENT.**

**6.1. Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

**6.2.** The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S4402A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S4402A

**NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.**

## **6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	<p>13 December 2011 – 29 February 2012  01 March 2012 – 31 May 2012  01 June 2012 – 31 August 2012  01 September 2012 – 30 November 2012</p> <p>01 December 2012 – 29 February 2013  01 March 2013 – 31 May 2013  01 June 2013 – 31 August 2013  01 September 2013 – 30 November 2013</p> <p>01 December 2013 – 29 February 2014  01 March 2014 – 31 May 2014  01 June 2014 – 31 August 2014  01 September 2014 – 30 November 2014</p> <p>01 December 2014 – 29 February 2015  01 March 2015 – 31 May 2015  01 June 2015 – 31 August 2015  01 September 2015 – 30 November 2015</p> <p>01 December 2015 – 29 February 2016  01 March 2016 – 31 May 2016  01 June 2016 – 31 August 2016  01 September 2016 – 30 November 2016</p>
Final Federal Financial Report (SF 425)	13 December 2011 – 30 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
Mr. Gregory Havemeyer	Administrative Grants Officer	DCMA Dallas 600 N. Pearl Street, Suite 1630 Dallas, TX 75201-2843 <a href="mailto:Gregory.havemeyer@dcma.mil">Gregory.havemeyer@dcma.mil</a>	(214) 573-2189
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Tom Schedler	Secretary of State	Louisiana Secretary of State P.O. BOX 94125 Baton Rouge, LA 70804-9125 <a href="mailto:Dawn.ross@sos.la.gov">Dawn.ross@sos.la.gov</a>	(225) 922-2880
Ms. Carol H. Guidry	Director of HAVA	Louisiana Secretary of State P.O. BOX 94125 Baton Rouge, LA 70804-9125 <a href="mailto:cguidry@sos.la.gov">cguidry@sos.la.gov</a>	(225) 362-5142
Ms. Chrissie Weatherford	IT Director	Louisiana Secretary of State 3851 Essen Lane Baton Rouge, LA 70809 <a href="mailto:Chrissie.weatherford@sos.la.gov">Chrissie.weatherford@sos.la.gov</a>	(225) 925-7258
Ms. Caryn McGlinchey	Budget Analyst	Louisiana Secretary of State 8585 Archives Avenue Baton Rouge, LA 70809 <a href="mailto:Caryn.mcglinchey@sos.la.gov">Caryn.mcglinchey@sos.la.gov</a>	(225) 462-5156

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient’s financial management systems are set forth in 32 CFR 33.20.

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<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

### **17. APPENDIX A TO PART 170 – AWARD TERM**

#### **I. Reporting Subawards And Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or



section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms,” (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word “contractor” with “Recipient”, replace the words “agency,” “Federal agency” and “funding Federal Agency” with “Government”; replace the word “contract” with “grant”; delete paragraphs (g)(2), (g) (3) and the words “to be performed by a small business firm or domestic nonprofit organization” from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**Louisiana:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population’s absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant’s term.

The term “election” is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Traditional means (mail, email, facsimile)
  - b. Online submission
4. How many total FPCA registrations did you reject?
5. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total non-FPCA registrations were rejected?
7. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
8. How many UOCAVA ballots were cast?
9. How many UOCAVA ballots were returned as undeliverable?
10. How many total regular absentee ballots were sent?
11. How many regular absentee ballots were rejected?
12. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
13. How many FWABs were cast?
14. How many FWABs were rejected?
15. How many FWABs were rejected after the ballot receipt deadline?
16. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2006 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
17. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
18. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
19. Please provide a summary of the comments that you receive from users.
20. **Voter Registration:** Increase in number of registrations after implementation of upgrades.
21. **Absentee Ballot Application:**
  - a. Number of ballot applications received by traditional methods (email, mail, facsimile)
  - b. Number of ballot applications accessed using online system?
22. **Absentee Ballot delivery: (not to include usage data from smart phone application)**
  - a. Number of people that accessed the system.
  - b. Number of voters that downloaded ballots.
  - c. How many ballots were counted?
  - d. How many ballots were rejected?
  - e. What were the reasons why ballots were not counted?
23. **Automated ballot Duplication**
  - a. Number of UOCAVA voters in each participating county.

b. How many ballots were scanned using the 2-D barcode for UOCAVA voters?

24. **Smart phone application for ballot delivery/ marking:**

- f. Number of people that accessed the system.
- g. Number of ballots downloaded.

## GRANT AWARD

GRANT NO: H98210-12-1-0001  
EFFECTIVE DATE: 31 OCTOBER 2011

PR NO(S): HQ0579-1290-0003-000

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$1,831,665.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$1,831,665.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$1,831,665.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of El Dorado (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of El Dorado  
2850 Fair Lane Court  
Placerville, CA 95667-4100

CAGE: (b)(4)

  
(SIGNATURE)

WILLIAM E. SCHULTZ  
(NAME)

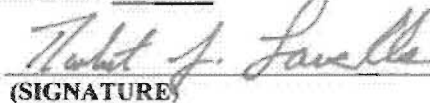
RECORDER-CLERK  
(TITLE)

31 OCTOBER 2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

31 OCTOBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as "Grant").

**2. AGREEMENT TERM.** The Term of this Grant is for a period of 31 October 2011 through 30 October 2016, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Reporting Requirements, as set forth in SECTION D; then

(e) The Recipient's Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 13 July 2011) consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation) and (c) the Technical Proposal is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## **5. FUNDING LIMITATIONS.**

**5.1.** The Government's maximum obligation for the term of this Grant is \$1,831,665.00. Costs in excess of this amount will not be paid.

**5.2.** The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## **6. PAYMENT.**

**6.1. Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

**6.2.** The Recipient may submit subsequent requests for payment no more frequently than monthly.

**6.3.** The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.cb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0507A
Payment Office	11Q0339
Issued By Office	1198210
Approver Office	S0507A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

**6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: 11Q0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.



9. **FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

9.1. **Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	31 October 2011 – 31 January 2012
	01 February 2012 – 30 April 2012
	01 May 2012 – 31 July 2012
	01 August 2012 – 31 October 2012
	01 November 2012 – 31 January 2013
	01 February 2013 – 30 April 2013
	01 May 2013 – 31 July 2013
	01 August 2013 – 31 October 2013
	01 November 2013 – 31 January 2014
	01 February 2014 – 30 April 2014
	01 May 2014 – 31 July 2014
	01 August 2014 – 31 October 2014
Final Federal Financial Report (SF 425)	01 November 2014 – 31 January 2015
	01 February 2015 – 30 April 2015
	01 May 2015 – 31 July 2015
	01 August 2015 – 31 October 2015
	01 November 2015 – 31 January 2016
	01 February 2016 – 30 April 2016
	01 May 2016 – 31 July 2016
	01 August 2016 – 30 October 2016
	31 October 2011 – 30 October 2016

10. **TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. **SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. **PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@osd.pentagon.mil	(571) 372-2614
TBD	Administrative Grants Officer	DCMA Lathrop P.O. BOX 232 700 East Roth Road, Building 330 French Camp, CA 95231-0232	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 Robin.Burgess@fvap.gov	(703) 588-8119
Ms. Barbara Dunmore	Assistant Registrar of Voters	County of El Dorado 2850 Fairlane Court Placerville, CA 95667-4100 Barbara.dunmore@edegov.us	(530) 621-7483
Mr. William Schultz	Recorder Clerk – Registrar of Voters	County of El Dorado 2850 Fairlane Court Placerville, CA 95667-4100 William.schultz@edegov.us	(530) 621-7480

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**4. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for

damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.



## **17. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.eer.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### **c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the

subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year.

ii.

i. In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.i. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation. If the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**18. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORTING REQUIREMENTS**

### **El Dorado: Data Collection Point Reporting Requirements**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.



The term "election" is defined as

(A) a general, special, primary, or runoff election;

(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and

(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission

14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

#### **Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

#### **Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax
- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of applications to FPO/APO/ DPO address
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

#### **Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email

- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

### **Ballot Tracking**

- How many times was this functionality accessed on the system?

### **Multilingual support**

- How many languages are incorporated in the printing of ballots?
- How many alternative language ballots were downloaded by language?

### **Automated ballot Duplication**

- Number of UOCAVA voters in each participating county.
- How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- How many ballots counted?

### **Help Systems:**

- Number of UOCAVA voters in each participating county
- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

Note: for those grantees with multijurisdictional consortiums please report information for each specific board of elections jurisdiction.

## GRANT AWARD

GRANT NO: H98210-12-1-0002

PR NO(S): HQ0579-1290-0006-000

EFFECTIVE DATE: 31 OCTOBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$1,856,000.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$1,856,000.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$1,856,000.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, Article No. 6 for payment process.

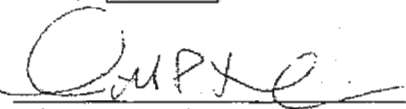
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Ohio Secretary of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Ohio Secretary of State  
180 East Broad Street, 16<sup>th</sup> Floor  
Columbus, OH 43215-3726

CAGE: (b)(4)

  
(SIGNATURE)

SP Brown  
(NAME)

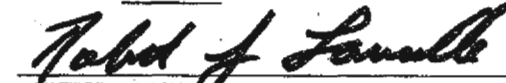
Asst. Sec.  
(TITLE)

10.31.11  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

31 OCTOBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).
2. **AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **30 October 2016**, subject to availability of funds as specified in Section B, Article 5, below.
3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and as revised (dated 28 September 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$1,856,000.00**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment for the first three months of performance (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than quarterly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S3605A
Payment Office	HQ0337
Issued By Office	H98210
Approver Office	S3605A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0337)	DFAS-CO/North Entitlement Operations P.O. BOX 182266 Columbus, OH 43218-2266

8. DATA COLLECTION POINTS AND PERFORMANCE REPORT. Performance reports shall be prepared in accordance with 32 CFR 32.51.

8.1. Data Collection Points. The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. Final Performance Report. This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

8.3. Special Reporting Requirements. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

9. **FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a **cash** basis.

9.1. **Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	31 October 2011 – 31 January 2012 01 February 2012 – 30 April 2012 01 May 2012 – 31 July 2012 01 August 2012 – 31 October 2012  01 November 2012 – 31 January 2013 01 February 2013 – 30 April 2013 01 May 2013 – 31 July 2013 01 August 2013 – 31 October 2013  01 November 2013 – 31 January 2014 01 February 2014 – 30 April 2014 01 May 2014 – 31 July 2014 01 August 2014 – 31 October 2014  01 November 2014 – 31 January 2015 01 February 2015 – 30 April 2015 01 May 2015 – 31 July 2015 01 August 2015 – 31 October 2015  01 November 2015 – 31 January 2016 01 February 2016 – 30 April 2016 01 May 2016 – 31 July 2016 01 August 2016 – 30 October 2016
Final Federal Financial Report (SF 425)	31 October 2011 – 30 October 2016

10. **TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. **SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. **PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
Mr. James Schwerman	Administrative Grants Officer	DCMA – Dayton Area C. Building 30 1725 Van Patton Drive Wright-Patterson AFB, OH 45433-5302 <a href="mailto:James.Schwerman@dcma.mil">James.Schwerman@dcma.mil</a>	(513) 684-3958
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Matthew Masterson	Deputy Elections Administrator	Ohio Secretary of State 180 East Broad Street, 16 <sup>th</sup> Floor Columbus, OH 43215-3726 <a href="mailto:mmasterson@sos.state.oh.us">mmasterson@sos.state.oh.us</a>	(614) 728-9132

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>



**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

## **15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

## **16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds; and

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

## **18. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**19. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**Ohio:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

(A) a general, special, primary, or runoff election;

(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and

(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.

20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

**Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

**Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax
- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of applications to FPO/APO/ DPO address
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

**Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?



- What were the reasons why ballots were not counted?

#### **Automated ballot Duplication**

- Number of UOCAVA voters in each participating county.
- How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- How many ballots counted?

#### **Help Systems:**

- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

#### **Outreach Program:**

- Number of voters that sign up to receive the notifications.
- Number of text messages sent
- Number of duplicate text messages sent (text to same individual multiple times)
- Number of emails sent
- How many times were emails sent
- How effective was this outreach in increasing voter participation?
- Were there any responses to emails or texts? If so how many and what were the context of the responses?

Note: Please report the information by each local board of elections jurisdiction in the state.

## GRANT AWARD

GRANT NO: H98210-12-1-0003  
EFFECTIVE DATE: 31 OCTOBER 2011

PR NO(S): HQ0579-1290-0005-000

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$653,719.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$653,719.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$653,719.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Maryland State Board of Elections (D/B/A Administrator's Office) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Maryland State Board of Elections  
D/B/A Administrator's Office  
151 West Street, Suite 200  
Annapolis, MD 21401-2852  
CAGE: (b)(4)

Linda H. Lamone  
(SIGNATURE)

LINDA H. LAMONE  
(NAME)

STATE ADMINISTRATOR OF ELECTIONS  
(TITLE)

10.31.2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300  
CODE: H98210

Robert J. Lavelle  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

31 OCTOBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).
2. **AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **30 April 2015**, subject to availability of funds as specified in Section B, Article 5, below.
3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:
  - (a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;
  - (b) The **Grant Schedule** as set forth in **SECTION B**;
  - (c) The **General Terms and Conditions**, as set forth in **SECTION C**;
  - (d) The **Reporting Requirements**, as set forth in **SECTION D**; then
  - (e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 08 July 2011) (as revised on 04 October 2011 and as further revised 25 October 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.
4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.
5. **FUNDING LIMITATIONS.**
  - 5.1. The Government’s maximum obligation for the term of this Grant is **\$653,719.00**. Costs in excess of this amount will not be paid.
  - 5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).
6. **PAYMENT.**
  - 6.1. **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment for the first three months of performance (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).
  - 6.2. The Recipient may submit subsequent requests for payment no more frequently than quarterly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S2101A
Payment Office	HQ0338
Issued By Office	H98210
Approver Office	S2101A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0338)	DFAS-CO/South Entitlement Operations P.O. BOX 182264 Columbus, OH 43218-2264

8. DATA COLLECTION POINTS AND PERFORMANCE REPORT. Performance reports shall be prepared in accordance with 32 CFR 32.51.

8.1. Data Collection Points. The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. Final Performance Report. This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

8.3. Special Reporting Requirements. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	31 October 2011 – 31 January 2012 01 February 2012 – 30 April 2012 01 May 2012 – 31 July 2012 01 August 2012 – 31 October 2012  01 November 2012 – 31 January 2013 01 February 2013 – 30 April 2013 01 May 2013 – 31 July 2013 01 August 2013 – 31 October 2013  01 November 2013 – 31 January 2014 01 February 2014 – 30 April 2014 01 May 2014 – 31 July 2014 01 August 2014 – 31 October 2014  01 November 2014 – 31 January 2015 01 February 2015 – 30 April 2015
Final Federal Financial Report (SF 425)	31 October 2011 – 30 April 2015

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD	Administrative Grants Officer	DCMA - Baltimore 217 East Redwood Street, Suite 1800 Baltimore, MD 21202-3375	(410) 962-9800
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Ms. Nikki Trella	Program Manager	Maryland State Board of Elections Election Reform Division 151 West Street, Suite 200 Annapolis, MD 21401-2852 <a href="mailto:ntrella@elections.state.md.us">ntrella@elections.state.md.us</a>	(410) 269-2843
Ms. Linda Lamone	State Administrator	Maryland State Board of Elections Election Reform Division 151 West Street, Suite 200 Annapolis, MD 21401-2852 <a href="mailto:llamone@elections.state.md.us">llamone@elections.state.md.us</a>	(410) 269-2840

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**4. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for



damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act. Notwithstanding the foregoing, nothing in this Article #13 shall be construed to operate as a waiver of Maryland's sovereign immunity or to require payments which have not been subject to appropriations.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds; and

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. APPENDIX A TO PART 170 – AWARD TERM**

**I. Reporting Subawards And Executive Compensation**

**a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**18. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**Maryland:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations did you reject because they were received after your jurisdiction's voter registration deadline? How many total UOCAVA absentee ballot requests did you reject because they were received after your jurisdiction's absentee ballot request deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?

19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2006 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data). Ballot transit time is defined as the amount time in which the unvoted ballot is sent to the voter to the date in which the voted ballot is received by an election official.
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

**Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

**Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax
- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

**Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address

- Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

**Automated ballot Duplication**

- How many ballots were delivered to UOCAVA voters via the online absentee ballot delivery system and counted?
- How many ballots were delivered to non-UOCAVA voters via the online absentee ballot delivery system and counted?

Note: Please report the information by each local board of elections jurisdiction in the state.

## GRANT AWARD

GRANT NO: H98210-12-1-0004

PR NO(S): HQ0579-1290-0007-000

EFFECTIVE DATE: 04 NOVEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$2,480,597.60

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$2,480,597.60 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$2,480,597.60

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

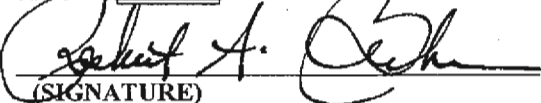
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the New York Department of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

New York Department of State  
D/B/A Board of State Elections  
40 Steuben Street  
Albany, NY 12207-2108

CAGE: (b)(4)

  
(SIGNATURE)

Robert A. BREHM  
(NAME)

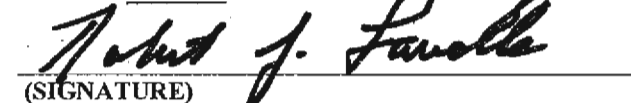
Co-Executive Director  
New York State Board of Elections  
(TITLE)

Nov. 3, 2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

04 NOVEMBER 2011  
(DATE)



## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).
2. **AGREEMENT TERM.** The Term of this Grant is for a period of **04 November 2011** through **03 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.
3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 13 July 2011) and as revised (dated 05 October 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$2,480,597.60**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment for the first three months of performance (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than quarterly.

**6.3.** The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.cb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0701A
Payment Office	HQ0337
Issued By Office	H98210
Approver Office	S0701A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

**6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0337)	DFAS-CO/North Entitlement Operations P.O. BOX 182266 Columbus, OH 43218-2266

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

<b>FINANCIAL REPORTS</b>	<b>REPORTING PERIOD</b>
<b>Interim Federal Financial Report (SF 425)</b>	04 November 2011 – 31 January 2012 01 February 2012 – 30 April 2012 01 May 2012 – 31 July 2012 01 August 2012 – 31 October 2012  01 November 2012 – 31 January 2013 01 February 2013 – 30 April 2013 01 May 2013 – 31 July 2013 01 August 2013 – 31 October 2013  01 November 2013 – 31 January 2014 01 February 2014 – 30 April 2014 01 May 2014 – 31 July 2014 01 August 2014 – 31 October 2014  01 November 2014 – 31 January 2015 01 February 2015 – 30 April 2015 01 May 2015 – 31 July 2015 01 August 2015 – 31 October 2015  01 November 2015 – 31 January 2016 01 February 2016 – 30 April 2016 01 May 2016 – 31 July 2016 01 August 2016 – 03 November 2016
<b>Final Federal Financial Report (SF 425)</b>	04 November 2011 – 03 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
Ms. Helen Collins	Administrative Grants Officer	DCMA - Hartford 130 Darlin Street East Hartford, CT 06108-3234 <a href="mailto:Helen.collins@dcma.mil">Helen.collins@dcma.mil</a>	(518) 266-6206
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Thomas Connolly	Deputy Director of Public Information	New York Board of Elections 40 Steuben Street Albany, NY 12207-2108 <a href="mailto:tconnolly@elections.state.ny.us">tconnolly@elections.state.ny.us</a>	(518) 474-1953

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds; and

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. APPENDIX A TO PART 170 – AWARD TERM**

**I. Reporting Subawards And Executive Compensation**

**a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

**2. Where and when to report.**

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation



information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**18. MODIFICATION OF AGREEMENT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**New York:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

(A) a general, special, primary, or runoff election;

(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and

(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2007 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a summary of the comments that you receive from users.

**Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations.
- How many new military registrations.
- How many new overseas registrations.

- How many rejected.
- How many non UOCAVA registrations.
- Number of wizard completions.
- Summary of geographic location of those that use this system.

#### **Absentee Ballot Application:**

- Number of ballot applications sent out via mail.
- Number of ballot applications sent out via fax.
- Number of ballot applications sent out via email.
- Number of applications sent to FPO/APO/ DPO address.
- Number of applications sent to overseas address (non-FPO/APO/ DPO address).
- Number of ballot applications received via mail.
- Number of ballot applications received via fax.
- Number of ballot applications received via email.
- Number of applications received from FPO/APO/ DPO address.
- Number of applications received from overseas address (non FPO/APO/ DPO address).

#### **Absentee Ballot delivery:**

- Number of ballots downloaded.
- Number of ballots returned by postal service.
- Number of ballot downloaded multiple times from same user (include geographic location).
- Number of ballots downloaded from domestic IP address.
  - Summary of geographic locations of the IP addresses.
  - Please be as specific as possible and still maintain the voter's privacy.
- Number of ballots downloaded from foreign IP address.
  - Summary of geographic locations of the IP addresses.
  - Please be as specific as possible and still maintain the voter's privacy.
- How many ballots were returned as undeliverable.
- How many ballots were rejected?
- What were reasons why ballots were rejected?

#### **Ballot Tracking**

- How many times was this functionality accessed on the system?

## GRANT AWARD

GRANT NO: H98210-12-1-0005

PR NO(S): HQ0579-1290-0002-000

EFFECTIVE DATE: 31 OCTOBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$816,400.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$816,400.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$816,400.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

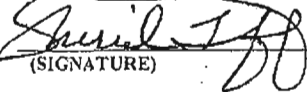
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of King (D/B/A Office of Elections) (hereinafter called the Recipient) pursuant to and under U.S. Federal law. It is understood that this Grant supports five separate counties. However, the terms of this Grant Program require in the event multiple jurisdictions collaborating on a Grant, the Grant must be awarded only to a lead jurisdiction for administration.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of King  
D/B/A Office of Elections  
919 SW Grady Way, Suite 100  
Renton, WA 98057-2973

CAGE: (b)(4)

  
(SIGNATURE)

Sherril Huff  
(NAME)

Director  
(TITLE)

28 October 2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

31 OCTOBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

2. **AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **30 October 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 09 July 2011) and as revised (dated 04 October 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$816,400.00**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient’s actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than **monthly**. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than **monthly**.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S4801A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S4801A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. **Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

8.3. **Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

<b>FINANCIAL REPORTS</b>	<b>REPORTING PERIOD</b>
<b>Interim Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 31 January 2012</b> <b>01 February 2012 – 30 April 2012</b> <b>01 May 2012 – 31 July 2012</b> <b>01 August 2012 – 31 October 2012</b>  <b>01 November 2012 – 31 January 2013</b> <b>01 February 2013 – 30 April 2013</b> <b>01 May 2013 – 31 July 2013</b> <b>01 August 2013 – 31 October 2013</b>  <b>01 November 2013 – 31 January 2014</b> <b>01 February 2014 – 30 April 2014</b> <b>01 May 2014 – 31 July 2014</b> <b>01 August 2014 – 31 October 2014</b>  <b>01 November 2014 – 31 January 2015</b> <b>01 February 2015 – 30 April 2015</b> <b>01 May 2015 – 31 July 2015</b> <b>01 August 2015 – 31 October 2015</b>  <b>01 November 2015 – 31 January 2016</b> <b>01 February 2016 – 30 April 2016</b> <b>01 May 2016 – 31 July 2016</b> <b>01 August 2016 – 30 October 2016</b>
<b>Final Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 30 October 2016</b>

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.



### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD	Administrative Grants Officer	DCMA - Seattle 188 106 <sup>th</sup> Avenue, NE Suite 660 Bellevue, WA 98004-5965	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Laird Hail	Grant Project Manager	County of King Office of Elections 919 SW Grady Way, Suite 100 Renton, WA 98057-2973 <a href="mailto:Laird.hail@kingcounty.gov">Laird.hail@kingcounty.gov</a>	(206) 296-3360
Ms. Evelyn Arnold	Superintendent of Elections	County of King Office of Elections 919 SW Grady Way, Suite 100 Renton, WA 98057-2973 <a href="mailto:Evelyn.arnold@kingcounty.gov">Evelyn.arnold@kingcounty.gov</a>	(206) 296-1534
Mr William Adams	Finance Manager	County of King Office of Elections 919 SW Grady Way, Suite 100 Renton, WA 98057-2973 <a href="mailto:William.adams@kingcounty.gov">William.adams@kingcounty.gov</a>	(206) 296-1596

### **SECTION C – GENERAL TERMS AND CONDITIONS**

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815)**. Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and

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<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) and other entities over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

## **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

## **18. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**19. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**King County:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?



7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

#### **Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

#### **Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax

- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of applications to FPO/APO/ DPO address
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

#### **Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

#### **Ballot Tracking**

- How many times was this functionality accessed on the system?

#### **Multilingual support**

- How many languages are incorporated in the printing of ballots?
- How many alternative language ballots were downloaded by language?

#### **Automated ballot Duplication**

- Number of UOCAVA voters in each participating county.
- How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- How many ballots counted?

#### **Help Systems:**

- Number of UOCAVA voters in each participating county
- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?

- Were there any unresolved issues?

**Outreach Program:**

- Number of voters that sign up to receive the notifications.
- Number of text messages sent
- Number of duplicate text messages sent (text to same individual multiple times)
- Number of emails sent
- How many times were emails sent
- How effective was this outreach in increasing voter participation?
- Were there any responses to emails or texts? If so how many and what were the context of the responses?

Note: for those grantees with multijurisdictional consortiums please report information for each specific board of elections jurisdiction.

## GRANT AWARD

GRANT NO: H98210-12-1-0006

PR NO(S): HQ0579-1290-0009-000

EFFECTIVE DATE: 31 OCTOBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$25,000.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$25,000.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$25,000.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of Santa Cruz (D/B/A County Clerk Elections) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of Santa Cruz  
D/B/A County Clerk Elections  
701 Ocean Street, Room 210  
Santa Cruz, CA 95060-4011

CAGE: (b)(4)

Gail L. Pellerin  
(SIGNATURE)

Gail L. Pellerin  
(NAME)

County Clerk  
(TITLE)

October 31, 2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

Robert J. Lavelle  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

31 OCTOBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).
2. **AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **31 March 2013**, subject to availability of funds as specified in Section B, Article 5, below.
3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 08 July 2011) and as revised (dated 27 September 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$25,000.00**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to a single Advance Payment (inclusive of pre-award costs). Advance Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0507A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S0507A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

**6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

<b>FINANCIAL REPORTS</b>	<b>REPORTING PERIOD</b>
<b>Interim Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 31 January 2012</b> <b>01 February 2012 – 30 April 2012</b> <b>01 May 2012 – 31 July 2012</b> <b>01 August 2012 – 31 October 2012</b>  <b>01 November 2012 – 31 January 2013</b> <b>01 February 2013 – 31 March 2013</b>
<b>Final Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 31 March 2013</b>

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

<b>NAME</b>	<b>TITLE</b>	<b>OFFICE &amp; E-MAIL</b>	<b>PHONE</b>
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD	Administrative Grants Officer	DCMA – Lathrop P.O. BOX 232 700 East Roth Road, Building 330 French Camp, CA 95231-0232	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Ms. Gail Pellerin	County Clerk	County of Santa Cruz 701 Ocean Street, Room 210 Santa Cruz, CA 95060-4011 <a href="mailto:Gail.pellerin@co.santa-cruz.ca.us">Gail.pellerin@co.santa-cruz.ca.us</a>	(831) 454-2419

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

5. **CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

6. **AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

7. **PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>



reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to

suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

#### **18. APPENDIX A TO PART 170 – AWARD TERM**

##### **I. Reporting Subawards And Executive Compensation**

###### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

###### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

###### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**19. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **Santa Cruz:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?

- a. Postal Mail
- b. Fax
- c. E-mail
- d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

**Project One: Internal Procedural Upgrades:** Updating the procedures with current information as well as translating them into plain language and posting them online would increase transparency and voter confidence, reduce staff errors in inserting the required documents, and overall improve consistency between elections.

- What improvements did you see in the ease of the UOCAVA voter voting experience?
- What improvements were noted as a result of the ballot acceptance handbook? Was there any change in the percentage of ballots accepted than in past elections?

- What improvements were noted as a result of the ballot issuing guidelines?

**Project Two: Upgrading digital Tracking Methods:** A voluntary form that would be sent to UOCAVA voters requesting a third party point of contact.

- How many forms were sent to UOCAVA voters?
- How many forms were completed and returned?
- How many ballots were returned as undeliverable?
- How many of the undeliverable ballots had a third party point of contact that you could refer to in order to redirect the ballot?
- Of the undeliverable ballots, how many were you able to successfully redirect utilizing third party contact information?
- How many of the successfully redirected ballots were sent and received in time to be counted for the election? How many were returned too late to be counted?
- How many undeliverable ballots were sent by mail? By email?
- How many were originally sent by mail and the second attempt was by mail as well?
- How many were originally sent by email and the second attempt was by email as well?
- How many were originally sent by mail and second attempt was by email?
- What method were the ballots returned and how many ballots returned by each method?

**Project Three: Dedicated, Isolated, Secure Electronic Balloting Station:** Fax machine specifically dedicated for the sending of UOCAVA ballots

- How many ballots were sent out via fax?
- How many of these ballots were counted?
- How many ballots rejected?
- What were the reasons for rejection?



## GRANT AWARD

GRANT NO: H98210-12-1-0001

PR NO(S): HQ0579-1290-0000-000

EFFECTIVE DATE: 31 OCTOBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$1,818,099.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$1,818,099.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$1,818,099.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, Article No. 6 for payment process.

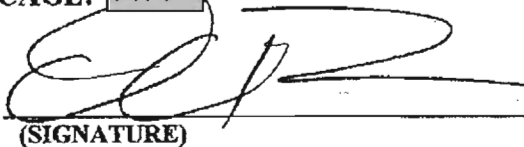
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Virginia State Board of Elections (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Virginia State Board of Elections  
1100 Bank Street  
Richmond, VA 23219-3639

CAGE: (b)(4)



(SIGNATURE)

DON PALMER

(NAME)

SECRETARY

(TITLE)

31 OCTOBER 2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210



(SIGNATURE )

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

31 OCTOBER 2011

(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

2. **AGREEMENT TERM.** The Term of this Grant is for a period of **31 October 2011** through **30 October 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 13 July 2011) and as revised (dated 04 October 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$1,818,099.00**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient’s actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

**6.3.** The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S2404A
Payment Office	HQ0338
Issued By Office	H98210
Approver Office	S2404A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

**6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0338)	DFAS-CO/South Entitlement Operations P.O. BOX 182264 Columbus, OH 43218-2264

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

<b>FINANCIAL REPORTS</b>	<b>REPORTING PERIOD</b>
<b>Interim Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 31 January 2012</b> <b>01 February 2012 – 30 April 2012</b> <b>01 May 2012 – 31 July 2012</b> <b>01 August 2012 – 31 October 2012</b>  <b>01 November 2012 – 31 January 2013</b> <b>01 February 2013 – 30 April 2013</b> <b>01 May 2013 – 31 July 2013</b> <b>01 August 2013 – 31 October 2013</b>  <b>01 November 2013 – 31 January 2014</b> <b>01 February 2014 – 30 April 2014</b> <b>01 May 2014 – 31 July 2014</b> <b>01 August 2014 – 31 October 2014</b>  <b>01 November 2014 – 31 January 2015</b> <b>01 February 2015 – 30 April 2015</b> <b>01 May 2015 – 31 July 2015</b> <b>01 August 2015 – 31 October 2015</b>  <b>01 November 2015 – 31 January 2016</b> <b>01 February 2016 – 30 April 2016</b> <b>01 May 2016 – 31 July 2016</b> <b>01 August 2016 – 30 October 2016</b>
<b>Final Federal Financial Report (SF 425)</b>	<b>31 October 2011 – 30 October 2016</b>

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

### **13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

<b>NAME</b>	<b>TITLE</b>	<b>OFFICE &amp; E-MAIL</b>	<b>PHONE</b>
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD	Administrative Grants Officer	DCMA - Manassas 10500 Battleview Parkway, Suite 200 Manassas, VA 20109-2342	(703) 530-3101
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Matthew Davis	Information Services Manager	Virginia State Board of Elections 1100 Bank Street Richmond, VA 23219-3639	(804) 864-8905

### **SECTION C – GENERAL TERMS AND CONDITIONS**

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.
2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.
  - (a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);
  - (b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and
  - (c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)
3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.
4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.
5. **CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) and other entities over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds; and

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. APPENDIX A TO PART 170 – AWARD TERM**

**I. Reporting Subawards And Executive Compensation**

**a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. **Where and when to report.**



- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**18. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**Virginia:** Data Collection Point Reporting Requirements.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

(A) a general, special, primary, or runoff election;

(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and

(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

**Standard:**

**Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many UOCAVA non-Federal Post Card Application registrations or absentee ballot requests did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
5. How many total FPCAs did you reject?
6. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
8. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
9. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
10. How many UOCAVA ballots were cast?
11. How many UOCAVA ballots were returned as undeliverable?
12. How many total regular absentee ballots were sent?
13. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
14. How many regular absentee ballots were rejected?
15. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
16. How many FWABs were cast?
17. How many FWABs were rejected?
18. How many FWABs were rejected after the ballot receipt deadline?
19. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal

elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.

20. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
21. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
22. Please provide a summary of the comments that you receive from users.

#### **Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

#### **Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballots sent via mail
- Number of ballots sent via fax
- Number of ballots sent via email
- Number of ballots accessed using online system?
- Number of applications to FPO/APO/ DPO address
- Number of ballots to overseas address (non FPO/APO/ DPO address)
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

#### **Absentee Ballot delivery:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)

- How many ballots were rejected?
- What were the reasons why ballots were not counted?

### **Ballot Tracking**

- How many times was this functionality accessed on the system?

### **Multilingual support**

- How many languages are incorporated in the printing of ballots?
- How many alternative language ballots were downloaded by language?

### **Help Systems:**

- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

Note: Please report the information by each local board of elections jurisdiction in the state.

## GRANT AWARD

GRANT NO: H98210-12-1-0010

PR NO(S): HQ0579-1311-0003-000

EFFECTIVE DATE: 21 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$802,845.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$802,845.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$802,845.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the New Jersey Department of State (D/B/A Commercial Recording) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

New Jersey Department of State  
225 West State Street  
Trenton, NJ 08625-0459

CAGE: (b)(4)



(SIGNATURE)

Robert Giles

(NAME)

Director - Division of Elections

(TITLE)

12/19/11

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210



(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

19 DECEMBER 2011

(DATE)

## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

**2. GRANT TERM.** The Term of this Grant is for a period of 21 December 2011 through 30 November 2016, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Reporting Requirements, as set forth in SECTION D; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and its Technical Proposal as revised and accepted (dated 12 December 2011) consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation) and (c) the Technical Proposal is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

**5. FUNDING LIMITATIONS.**

**5.1.** The Government’s maximum obligation for the term of this Grant is \$802,845.00. Costs in excess of this amount will not be paid.



5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S3915A
Payment Office	HQ0337
Issued By Office	H98210
Approver Office	S3915A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

## 6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0337)	DFAS-CO/South Entitlement Operations P.O. BOX 182266 Columbus, OH 43218-2266

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a **cash** basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	21 December 2011 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 30 November 2012  01 December 2012 – 28 February 2013 01 March 2013 – 31 May 2013 01 June 2013 – 31 August 2013 01 September 2013 – 30 November 2013  01 December 2013 – 28 February 2014 01 March 2014 – 31 May 2014 01 June 2014 – 31 August 2014 01 September 2014 – 30 November 2014  01 December 2014 – 28 February 2015 01 March 2015 – 31 May 2015 01 June 2015 – 31 August 2015 01 September 2015 – 30 November 2015  01 December 2015 – 28 February 2016 01 March 2016 – 31 May 2016 01 June 2016 – 31 August 2016 01 September 2016 – 30 November 2016
Final Federal Financial Report (SF 425)	21 December 2011 – 30 November 2016

10. **TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. **SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. **PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

13. **GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD After Award Transmission via EDA	Administrative Grants Officer	DCMA Philadelphia 700 Robbins Avenue, Building 4-A P.O. BOX 11427 Philadelphia, PA 19111-0427	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Robert Giles	Director	New Jersey Department of State 225 West State Street Trenton, NJ 08625-0459 <a href="mailto:Robert.giles@sos.state.nj.us">Robert.giles@sos.state.nj.us</a>	(609) 292-3760
Mr. Michael DiSimoni	Technical POC	New Jersey Department of State 225 West State Street Trenton, NJ 08625-0459 <a href="mailto:Michael.dismimoni@sos.state.nj.us">Michael.dismimoni@sos.state.nj.us</a>	(609) 292-3760
Mr. Eric Carlsson	Administrative/Business POC	New Jersey Department of State 225 West State Street Trenton, NJ 08625-0459 <a href="mailto:Eric.carlsson@sos.state.nj.us">Eric.carlsson@sos.state.nj.us</a>	(609) 943-4988

**SECTION C – GENERAL TERMS AND CONDITIONS**

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

(b) 2 CFR Part 225 "**Cost Principles for State, Local and Indian Tribal Governments**" (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 "**Audits of States, Local Governments, and Non-Profit Organizations**" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

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<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official

Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

### **17. APPENDIX A TO PART 170 – AWARD TERM**

#### **I. Reporting Subawards And Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;



v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization"

from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **New Jersey: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?

3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2008 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.
22. **Online Voter Registration:**
  - a. Number of UOCAVA voters registered before use of this product.
  - b. Number of new registrations?
  - c. How many new military registrations?
  - d. How many new overseas registrations?
  - e. How many rejected?

- f. How many non UOCAVA registrations?

**23. Absentee Ballot Application:**

- a. Number of ballot applications received.
- b. Number of ballot applications sent via mail
- c. Number of ballot application sent via fax
- d. Number of ballot applications sent via email
- e. Number of ballot applications accessed using online system?
  - o Summary of foreign/domestic IP addresses

**24. Absentee Ballot delivery:**

- a. Number of people that accessed the system.
- b. Number of ballots downloaded.
- c. Number of ballots returned by postal service
- d. Number of ballots returned by fax
- e. Number of ballots returned by email
- f. Number of ballot downloaded multiple times from same user (include geographic location)
- g. Number of ballots downloaded from domestic IP address
  - o Summary of geographic locations of the IP addresses
- h. Number of ballots downloaded from foreign IP address
  - o Summary of geographic locations of the IP addresses
- i. How many ballots were counted? (include geographic locations)
- j. How many ballots were rejected?
- k. What were the reasons why ballots were not counted?

**25. Ballot Tracking**

- a. How many times was this functionality accessed on the system?

**26. Automated ballot Duplication**

- a. Number of UOCAVA voters in each participating county.
- b. How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- c. How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- d. How many ballots counted?

## GRANT AWARD

GRANT NO: H98210-12-1-0011

PR NO(S): HQ0579-1311-0004-000

EFFECTIVE DATE: 28 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF GRANT:** \$226,255.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$226,255.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)  
AMOUNT: \$226,255.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Minnesota Secretary of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Minnesota Secretary of State  
100 Rev Martin Luther King  
Saint Paul, MN 55155-0001

CAGE: (b)(4)

  
(SIGNATURE)

GARY POSER  
(NAME)

DIRECTOR OF ELECTIONS  
(TITLE)

12-22-11  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

28 DEC 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

**2. GRANT TERM.** The Term of this Grant is for a period of 28 December 2011 through 30 November 2016, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Reporting Requirements, as set forth in SECTION D; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and as revised and accepted for reporting requirements (dated 05 December 2011) consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation) and (c) the Technical Proposal is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

**5. FUNDING LIMITATIONS.**

**5.1.** The Government’s maximum obligation for the term of this Grant is \$226,255.00. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S2401A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S2401A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

## 6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	28 December 2011 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 30 November 2012  01 December 2012 – 29 February 2013 01 March 2013 – 31 May 2013 01 June 2013 – 31 August 2013 01 September 2013 – 30 November 2013  01 December 2013 – 29 February 2014 01 March 2014 – 31 May 2014 01 June 2014 – 31 August 2014 01 September 2014 – 30 November 2014  01 December 2014 – 29 February 2015 01 March 2015 – 31 May 2015 01 June 2015 – 31 August 2015 01 September 2015 – 30 November 2015  01 December 2015 – 29 February 2016 01 March 2016 – 31 May 2016 01 June 2016 – 31 August 2016 01 September 2016 – 30 November 2016
Final Federal Financial Report (SF 425)	28 December 2011 – 30 November 2016



**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD – After Award of Grant	Administrative Grants Officer	DCMA Twin Cities 5600 American Boulevard West Suite 600 Bloomington, MN 55437	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Gary Poser	Director of Elections	Minnesota Secretary of State 100 Rev Martin Luther King Saint Paul, MN 55155-0001 <a href="mailto:gary.poser@state.mn.us">gary.poser@state.mn.us</a>	(651) 556-0612
Ms. Claire Wilson	Voter Outreach Director	Minnesota Secretary of State 100 Rev Martin Luther King Saint Paul, MN 55155-0001 <a href="mailto:Claire.Wilson@state.mn.us">Claire.Wilson@state.mn.us</a>	(651) 201-1339
Ms. Jenny Kurz	Financial Manager	Minnesota Secretary of State 100 Rev Martin Luther King Saint Paul, MN 55155-0001 <a href="mailto:Jenny.kurz@state.mn.us">Jenny.kurz@state.mn.us</a>	(651) 201-1368

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

(b) 2 CFR Part 225 "Cost Principles for State, Local and Indian Tribal Governments" (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official

Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

#### **17. APPENDIX A TO PART 170 – AWARD TERM**

##### **I. Reporting Subawards And Executive Compensation**

###### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

###### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

###### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization"

from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

**20. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **Minnesota: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 90 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians



- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?

17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.
22. **Absentee Ballot Application:**
  - a. Number of ballot applications received.
  - b. Number of ballot applications sent via mail
  - c. Number of ballot application sent via fax
  - d. Number of ballot applications sent via email
  - e. Number of ballot applications accessed using online system?
    - o Summary of foreign/domestic IP addresses
23. **Outreach Program:**
  - a. Number of voters that sign up to receive the notifications.
  - b. Number of emails sent
  - c. How many times were emails sent
  - d. How effective was this outreach in increasing voter participation?
  - e. Were there any responses to emails? If so how many and what were the context of the responses?
24. How many times was the instructional video accessed?

## GRANT AWARD

GRANT NO: H98210-12-1-0013

PR NO(S): HQ0579-1311-0006-000

EFFECTIVE DATE: 03 JANUARY 2012

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$242,531.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$242,531.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$242,531.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of Okaloosa (D/B/A Supervisor of Elections) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of Okaloosa  
D/B/A Supervisor of Elections  
302 Wilson Street North, Suite 102  
Crestview, FL 32536-3474

CAGE: (b)(4)

(SIGNATURE)

Paul Lux

(NAME)

Supervisor of Elections

(TITLE)

27 Dec 2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

(SIGNATURE)

ROBERT J. LAVALLE

(NAME)

GRANTS OFFICER

(TITLE)

27 DECEMBER 2011

(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as "Grant").

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient's expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient's expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of 03 January 2012 through 31 December 2012, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Reporting Requirements, as set forth in SECTION D; then

(e) The Recipient's Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 11 July 2011) consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation), (c) the Technical Proposal and (d) the "Data Points Worksheet" are in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. FUNDING LIMITATIONS.

5.1. The Government's maximum obligation for the term of this Grant is \$242,531.00. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. Reimbursement Payments. The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.cb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S1002A
Payment Office	HQ0338
Issued By Office	H98210
Approver Office	S1002A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0338)	DFAS-CO/South Entitlement Operations P.O. BOX 182264 Columbus, OH 43218-2264

8. DATA COLLECTION POINTS AND PERFORMANCE REPORT. Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. Data Collection Points. The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer, the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	03 January 2012 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 31 December 2012
Final Federal Financial Report (SF 425)	03 January 2012 – 31 December 2012

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from 13 July 2011 through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@osd.pentagon.mil	(571) 372-2614
Ms. Lynn Spinato	Administrative Grants Officer	DCMA – Orlando 3555 Maguire Boulevard Orlando, FL 32803-3726 Lynn.spinato@dema.mil	(954) 217-6057
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 Robin.Burgess@fvap.gov	(703) 588-8119
Mr. Paul Lux	Supervisor of Elections	County of Okaloosa 302 Wilson Street North, Suite 102 Crestview, FL 32536-3474 plux@co.okaloosa.fl.us	(850) 689-5600

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “Administration of Grants and Cooperative Agreements With State and Local Governments” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “Cost Principles for State, Local and Indian Tribal Governments” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “Audits of States, Local Governments, and Non-Profit Organizations” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

5. **CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>



(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**



**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

## **15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

## **16. CHANGES.**

16.1. The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer; and

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in his application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

## **17. APPENDIX A TO PART 170 – AWARD TERM**

### **1. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.isrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.isrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.



## **SECTION D – REPORT REQUIREMENTS**

### **Okaloosa County: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as:

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

The "reporting periods" for the 2012 election season are defined as - Period 1: Grant award date - January 31, 2012 (due March 16, 2012) Period 2: February 1, 2012 - August 14, 2012 (due September 28, 2012) Period 3: August 15, 2012 - November 6, 2012 (due December 21, 2012)

\*Because future election dates are not known at this time, we will let you know at the beginning of the future election cycles what the reporting dates will be.

**Standard: (questions 1-17 submitted on excel spreadsheet as agreed upon)**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?

8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.

## 22. Online Voter Registration:

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

## 23. Absentee Ballot Application:

- Number of ballot applications received.
- Number of ballot applications sent via mail
- Number of ballot application sent via fax
- Number of ballot applications sent via email
- Number of ballot applications accessed using online system?
  - Summary of foreign/domestic IP addresses

**24. Vote-Print-Mail FWAB:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

**25. Help Systems:**

- Number of UOCAVA voters in each participating county
- Please include survey results
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

**26. Mobile application for voter registration and ballot request for smart phone**

- a. How many times was this application used for voter registration?
  1. How many new voter registrations resulted from the use of this application?
  2. How many updates to VR information resulted from use of this application?
- b. How many times was this application used for ballot request?
- c. Please provide any feedback that was received from users of this application.

**27. Outreach Program:**

- a. Number of voters that sign up to receive the notifications.
- b. Number of emails sent
- c. How many times were emails sent
- d. How effective was this outreach in increasing voter participation?
- e. Were there any responses to emails? If so how many and what were the context of the responses?



## GRANT AWARD

GRANT NO: H98210-12-1-0014

PR NO(S): HO0579-1311-0012-000

EFFECTIVE DATE: 21 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** \$516,131.96

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$516,131.96 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: 9710400 7301 102 79698 4100 QV H5R1 HQ057913110012 S033181

AMOUNT: (b)(4)

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

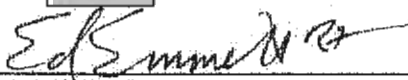
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Harris County (D/B/A Harris County Clerks Office) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Harris County  
D/B/A Harris County Clerks Office  
201 Caroline Street, Suite 800  
Houston, TX 77002-1901

CAGE: (b)(4)

  
(SIGNATURE)

ED EMMETT

(NAME)

COUNTY JUDGE

(TITLE)

DEC 20 2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

21 DECEMBER 2011

(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

2. **GRANT TERM.** The Term of this Grant is for a period of **21 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 31 July 2011) and as revised (dated 30 November 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$516,131.96**. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. **PAYMENT.**

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient’s actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than **monthly**. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at

<http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S4402A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S4402A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

**6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/ West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant. The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	<p>21 December 2011 – 29 February 2012  01 March 2012 – 31 May 2012  01 June 2012 – 31 August 2012  01 September 2012 – 30 November 2012</p> <p>01 December 2012 – 29 February 2013  01 March 2013 – 31 May 2013  01 June 2013 – 31 August 2013  01 September 2013 – 30 November 2013</p> <p>01 December 2013 – 29 February 2014  01 March 2014 – 31 May 2014  01 June 2014 – 31 August 2014  01 September 2014 – 30 November 2014</p> <p>01 December 2014 – 29 February 2015  01 March 2015 – 31 May 2015  01 June 2015 – 31 August 2015  01 September 2015 – 30 November 2015</p> <p>01 December 2015 – 29 February 2016  01 March 2016 – 31 May 2016  01 June 2016 – 31 August 2016  01 September 2016 – 30 November 2016</p>
Final Federal Financial Report (SF 425)	21 December 2011 – 30 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

### 13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD After Award	Administrative Grants Officer	DCMA - Dallas 600 North Pearl Street, Suite 1630 Dallas, TX 75201-2843	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Ms. Sonya Aston	Assistant Admin. Of Elections	Harris County Clerk 201 Caroline, Suite 460 Houston, Texas 77002 <a href="mailto:saston@cco.hctx.net">saston@cco.hctx.net</a>	(713) 755-6411
Mr. Jason Williams	Director of Information Technologies	Same as above <a href="mailto:jwilliams@cco.hctx.net">jwilliams@cco.hctx.net</a>	(713) 755-3571
Mr. Stan Stanart	County Clerk	Same as above <a href="mailto:sstanard@cco.hctx.net">sstanard@cco.hctx.net</a>	(713) 755-6411
Ms. Jennifer Ballard	Supervisor of Elections	Harris County Clerk – Elections Division 201 Caroline, Suite 460 Houston, Texas 77002 <a href="mailto:jballard@cco.hctx.net">jballard@cco.hctx.net</a>	(713) 755-3150

### SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

5. **CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

6. **AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

7. **PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 -- paragraphs (b) through (i).

8. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

9. **RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

10. **DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

**(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant to the extent allowed by law. Any claim against the

Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

**17. APPENDIX A TO PART 170 – AWARD TERM**

**I. Reporting Subawards And Executive Compensation**



a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

Harris County: Data Collection Point Reporting Requirements.

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax

- c. Email
- 9. How many UOCAVA ballots were cast?
- 10. How many UOCAVA ballots were returned as undeliverable?
- 11. How many total regular absentee ballots were sent?
- 12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
- 13. How many regular absentee ballots were rejected?
- 14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
- 15. How many FWABs were cast?
- 16. How many FWABs were rejected?
- 17. How many FWABs were rejected after the ballot receipt deadline?
- 18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
- 19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military and dependents
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA overseas permanently
- 20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data).
- 21. Please provide a summary of the comments that you receive from users.

**22. Absentee Ballot Application:**

- a. Number of ballot applications received.
- b. Number of ballot applications sent via mail
- c. Number of ballot application sent via fax
- d. Number of ballot applications sent via email
  - o Number of ballot applications accessed using online system
  - o Summary of foreign/domestic IP addresses –

**23. Absentee Ballot delivery:**

- a. Number of people that accessed the system.
- b. Number of ballots returned by postal service
- c. Number of ballots returned by fax
- d. Number of ballots returned by email
- e. How many ballots were counted? (include geographic locations)
- f. How many ballots were rejected?
- g. What were the reasons why ballots were not counted?

**24. Ballot Tracking**

- a. How many times was this functionality accessed on the system?

**25. Automated ballot Duplication –**

- a. Number of UOCAVA voters in Harris County.
- b. How many ballots were scanned using the automated ballot duplication for UOCAVA voters?
- c. How many ballots were scanned using the automated ballot duplication for non-UOCAVA voters?
- d. How many ballots counted?

## GRANT AWARD

GRANT NO: H98210-12-1-0015

PR NO(S): HQ0579-1311-0010-000

EFFECTIVE DATE: 28 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 -- Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT:** (b)(4)

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of **\$150,000.00** are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$150,000.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of Maricopa (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of Maricopa  
301 W Jefferson Street, Suite 960  
Phoenix, AZ 85003-2143

CAGE: 3J5C4

(SIGNATURE)

TAMMY PATRICK

(NAME)

Federal Compliance Officer

(TITLE)

12/21/2011

(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

(SIGNATURE)

ROBERT J. LAVELLE

(NAME)

GRANTS OFFICER

(TITLE)

21 DECEMBER 2011

(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient's expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient's expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of **28 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient's Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 08 July 2011) and as revised and accepted (dated 01 December 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)**, and (c) the **Technical Proposal** are in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government's maximum obligation for the term of this Grant is **\$150,000.00**. Costs in excess of this amount will not be paid.



5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0302A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S0302A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. **Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	<p>28 December 2011 – 29 February 2012  01 March 2012 – 31 May 2012  01 June 2012 – 31 August 2012  01 September 2012 – 30 November 2012</p> <p>01 December 2012 – 29 February 2013  01 March 2013 – 31 May 2013  01 June 2013 – 31 August 2013  01 September 2013 – 30 November 2013</p> <p>01 December 2013 – 29 February 2014  01 March 2014 – 31 May 2014  01 June 2014 – 31 August 2014  01 September 2014 – 30 November 2014</p> <p>01 December 2014 – 29 February 2015  01 March 2015 – 31 May 2015  01 June 2015 – 31 August 2015  01 September 2015 – 30 November 2015</p> <p>01 December 2015 – 29 February 2016  01 March 2016 – 31 May 2016  01 June 2016 – 31 August 2016  01 September 2016 – 30 November 2016</p>
Final Federal Financial Report (SF 425)	28 December 2011 – 30 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD After Award of Grant	Administrative Grants Officer	DCMA – Phoenix Two Renaissance Square 40 North Central Avenue, Suite 400 Phoenix, AZ 85004-4424	
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Ms. Tammy Patrick	Federal Compliance Officer	County of Maricopa Maricopa County Elections Dept. 301 W Jefferson Street, Suite 960 Phoenix, AZ 85003-2143 <a href="mailto:tpatrick@risc.maricopa.gov">tpatrick@risc.maricopa.gov</a>	(602) 506-3069

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815)**. Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to

the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer; and

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

**16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

## **17. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### **c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:



- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

**18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of

performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

**20. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **Maricopa County: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?

3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a summary of the comments that you receive from users.

**20. Online Voter Registration:**

- Number of UOCAVA voters registered before use of this product.
- Number of new registrations?
- How many new military registrations?
- How many new overseas registrations?
- How many rejected?
- How many non UOCAVA registrations?

**21. Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballot applications sent via mail
- Number of ballot application sent via fax
- Number of ballot applications sent via email
- Number of ballot applications accessed using online system?
  - Summary of foreign/domestic IP addresses

22. **How often was the online voter brochure accessed?**

## GRANT AWARD

GRANT NO: H98210-12-1-0016

PR NO(S): HQ0579-1311-0009-000

EFFECTIVE DATE: 14 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF GRANT:** \$532,400.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$532,400.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$532,400.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Office of the Lieutenant Governor of Utah (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Lieutenant Governor of Utah  
State Capital Complex, Suite E 325  
Salt Lake City, UT 84114-2110  
CAGE: (b)(4)

  
(SIGNATURE)

GREG BELL  
(NAME)

UTAH'S LT. GOVERNOR  
(TITLE)

12/14/2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

14 DECEMBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of **14 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and as revised (dated 21 November 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$532,400.00**. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0602A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S0602A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

## 6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant. The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	<p>14 December 2011 – 29 February 2012  01 March 2012 – 31 May 2012  01 June 2012 – 31 August 2012  01 September 2012 – 30 November 2012</p> <p>01 December 2012 – 29 February 2013  01 March 2013 – 31 May 2013  01 June 2013 – 31 August 2013  01 September 2013 – 30 November 2013</p> <p>01 December 2013 – 29 February 2014  01 March 2014 – 31 May 2014  01 June 2014 – 31 August 2014  01 September 2014 – 30 November 2014</p> <p>01 December 2014 – 29 February 2015  01 March 2015 – 31 May 2015  01 June 2015 – 31 August 2015  01 September 2015 – 30 November 2015</p> <p>01 December 2015 – 29 February 2016  01 March 2016 – 31 May 2016  01 June 2016 – 31 August 2016  01 September 2016 – 30 November 2016</p>
Final Federal Financial Report (SF 425)	14 December 2011 – 30 November 2016



**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD – After Award of Grant	Administrative Grants Officer	DCMA Denver 6 <sup>th</sup> Avenue & Kipling Street PO BOX 25586 Denver, CO 80225-0586	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Mark Thomas	Director of Elections	Office of the Lieutenant Governor 350 N. State Street, Suite 220 Salt Lake City, UT 84114 <a href="mailto:mjthomas@utah.gov">mjthomas@utah.gov</a>	(801) 538-1494
Ms. Sandy Naegle	Fiscal Manager	Office of the Lieutenant Governor 350 N. State Street, Suite 220 Salt Lake City, UT 84114 <a href="mailto:snaegle@utah.gov">snaegle@utah.gov</a>	(801) 538-1149

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

(c) OMB A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)<sup>2</sup>.** These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY).** When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.** The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS.** Retention and access requirements for records shall be as set out at 32 CFR 33.42.

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<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official

Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

### **17. APPENDIX A TO PART 170 – AWARD TERM**

#### **I. Reporting Subawards And Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization"

from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **Utah: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?



3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) reflecting voting history in federal elections from 2006 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.
22. **Online Voter Registration:**
  - a. Number of UOCAVA voters registered before use of this product.
  - b. Number of new registrations?
  - c. How many new military registrations?
  - d. How many new overseas registrations?
  - e. How many rejected?

- f. How many non UOCAVA registrations?

**23. Absentee Ballot Application:**

- a. Number of ballot applications received.
- b. Number of ballot applications sent via mail
- c. Number of ballot application sent via fax
- d. Number of ballot applications sent via email
- e. Number of ballot applications accessed using online system?
  - o Summary of foreign/domestic IP addresses

**24. Absentee Ballot delivery:**

- a. Number of people that accessed the system.
- b. Number of ballots downloaded.
- c. Number of ballots returned by postal service
- d. Number of ballots returned by fax
- e. Number of ballots returned by email
- f. Number of ballot downloaded multiple times from same user (include geographic location)
- g. Number of ballots downloaded from domestic IP address
  - o Summary of geographic locations of the IP addresses
- h. Number of ballots downloaded from foreign IP address
  - o Summary of geographic locations of the IP addresses
- i. How many ballots were counted? (include geographic locations)
- j. How many ballots were rejected?
- k. What were the reasons why ballots were not counted?

**25. Ballot Tracking**

- a. How many times was this functionality accessed on the system?

**26. Automated ballot Duplication**

- a. Number of UOCAVA voters in each participating county.
- b. How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- c. How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- d. How many ballots counted?

**27. Help Systems:**

- a. Number of UOCAVA voters in each participating county
- b. How many phone calls were there for assistance?
- c. How many times was the online chat support accessed?
- d. Please include survey results
- e. What was the average amount of time spent on assistance via phone?
- f. What was the average amount of time spent on assistance via online chat?
- g. What were the issues that the voter required them to reach for assistance?
- h. Were there any unresolved issues?

**28. Outreach Program:**

- a. Number of voters that sign up to receive the notifications.
- b. Number of text messages sent
- c. Number of duplicate text messages sent (text to same individual multiple times)
- d. Number of emails sent
- e. How many times were emails sent

- f. How effective was this outreach in increasing voter participation?
- g. Were there any responses to emails or texts? If so how many and what were the context of the responses?

29. **Mobile Kiosks:** please provide a summary of the usage of the mobile kiosks.

## GRANT AWARD

GRANT NO: H98210-12-1-0021

PR NO(S): HQ0579-1311-0013-000

EFFECTIVE DATE: 23 DECEMBER 2011

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements


1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.
2. **TOTAL AMOUNT OF AGREEMENT:** \$655,420.00
3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$655,420.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:  
  
ACRN AA: (b)(4)  
AMOUNT: \$655,420.00
4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the County of Orange (D/B/A Supervisor of Elections) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

County of Orange  
D/B/A Supervisor of Elections  
119 West Kaley Street  
Orlando, FL 32806-3938

CAGE: (b)(4)

  
(SIGNATURE)

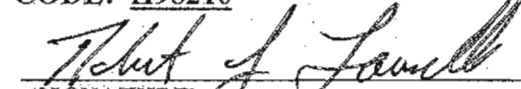
Bill Cowles  
(NAME)  
ORANGE COUNTY  
SUPERVISOR of ELECTIONS  
(TITLE)

December 20, 2011  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

21 DECEMBER 2011  
(DATE)

## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of **23 December 2011** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 13 July 2011) and as revised and accepted (dated 19 December 2011) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)**, and (c) the **Technical Proposal** are, in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$655,420.00**. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.cb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S1002A
Payment Office	HQ0338
Issued By Office	H98210
Approver Office	S1002A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. **Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0338)	DFAS-CO/South Entitlement Operations P.O. BOX 182264 Columbus, OH 43218-2264

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant. The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	<p>23 December 2011 – 29 February 2012  01 March 2012 – 31 May 2012  01 June 2012 – 31 August 2012  01 September 2012 – 30 November 2012</p> <p>01 December 2012 – 29 February 2013  01 March 2013 – 31 May 2013  01 June 2013 – 31 August 2013  01 September 2013 – 30 November 2013</p> <p>01 December 2013 – 29 February 2014  01 March 2014 – 31 May 2014  01 June 2014 – 31 August 2014  01 September 2014 – 30 November 2014</p> <p>01 December 2014 – 29 February 2015  01 March 2015 – 31 May 2015  01 June 2015 – 31 August 2015  01 September 2015 – 30 November 2015</p> <p>01 December 2015 – 29 February 2016  01 March 2016 – 31 May 2016  01 June 2016 – 31 August 2016  01 September 2016 – 30 November 2016</p>
Final Federal Financial Report (SF 425)	23 December 2011 – 30 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
Ms. Lynn Spinato	Administrative Grants Officer	DCMA – Orlando 3555 Maguire Boulevard Orlando, FL 32803-3726 <a href="mailto:Lynn.spinato@dcma.mil">Lynn.spinato@dcma.mil</a>	(954) 217-6057
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Bill Cowles	Supervisor of Elections	County of Orange 119 West Kaley Street Orlando, FL 32806-3938 <a href="mailto:bill@ocfelections.com">bill@ocfelections.com</a>	(407) 254-6500
Mr. Tom Dougherty	Technical Services	County of Orange 119 West Kaley Street Orlando, FL 32806-3938 <a href="mailto:Tom.dougherty@ocfelections">Tom.dougherty@ocfelections</a>	(407) 254-6513

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “Administration of Grants and Cooperative Agreements With State and Local Governments” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “Cost Principles for State, Local and Indian Tribal Governments” (OMB A-87) (effective August 31, 2005); and

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)



(c) OMB A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

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<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official

Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer; and

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

## **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

## **17. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

### 3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

### 4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## 18. INVENTIONS (PATENTS).

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

**Orange County Consortium: Data Collection Point Reporting Requirements.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

The "reporting periods" for the 2012 election season are defined as —

- Period 1: Grant award date – January 31, 2012 (due March 16, 2012)
- Period 2: February 1, 2012 – August 14, 2012 (due September 28, 2012)
- Period 3: August 15, 2012 – November 6, 2012 (due December 21, 2012)

*\*Because future election dates are not known at this time, we will let you know at the beginning of the future election cycles what the reporting dates will be.*

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

Note: for those grantees with multijurisdictional consortiums please report information for each specific board of elections jurisdiction and in total. Narratives should be on grand totals for consortium.

*(Insert Excel Spreadsheet)*

1. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2010 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
2. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
3. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
4. Please provide a summary of the comments that you receive from users.

#### **Online Voter Registration:**

- Number of users who proceeded to the FVAP site for a new registration.

#### **Absentee Ballot Application using funded program:**

- Number of ballots accessed using online system?
- Number of domestic military ballot applications received.
- Number of applications from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of applications from foreign IP address
  - Summary of geographic locations of the IP addresses

#### **Absentee Ballot delivery using funded program:**

- Number of people that accessed the system.
- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
  - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
  - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

#### **Ballot Tracking**

- How many times was this functionality accessed on the system?



## **Multilingual support**

- How many languages are incorporated in the printing of ballots?
- How many alternative language ballots were downloaded by language?

## **Automated ballot Duplication**

- How many ballots were scanned using the 2-D barcode for UOCAVA voters?
- How many ballots were scanned using the 2-D barcode for non-UOCAVA voters?
- How many ballots counted?

## **Help Systems:**

- How many phone calls were there for assistance?
- How many times was the online chat support accessed?
- Please include survey results
- What was the average amount of time spent on assistance via phone?
- What was the average amount of time spent on assistance via online chat?
- What were the issues that the voter required them to reach for assistance?
- Were there any unresolved issues?

## GRANT AWARD

GRANT NO: H98210-12-1-0024

PR NO(S): HQ0579-1311-0017-000

EFFECTIVE DATE: 06 JANUARY 2012

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF GRANT:** \$160,027.00

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$160,027.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: (b)(4)

AMOUNT: \$160,027.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the Montana Secretary of State (D/B/A Secretary of State/UCC Division) (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

Montana Secretary of State  
1301 E 6<sup>th</sup> Avenue, State Capitol  
Helena, MT 59620-2801

CAGE: (b)(4)

  
(SIGNATURE)

Lisa Kimmet  
(NAME)

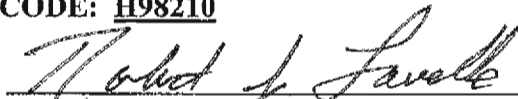
Deputy for Elections  
(TITLE)

January 3, 2012  
(DATE)

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)

ROBERT J. LAVELLE  
(NAME)

GRANTS OFFICER  
(TITLE)

4 JANUARY 2012  
(DATE)

## SECTION B – GRANT SCHEDULE

**1. TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient's expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient's expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

**2. GRANT TERM.** The Term of this Grant is for a period of 06 January 2012 through 30 November 2016, subject to availability of funds as specified in Section B, Article 5, below.

**3. ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Reporting Requirements, as set forth in SECTION D; then

(e) The Recipient's Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 11 July 2011) and as revised and accepted (dated 04 November 2011) consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation) and (c) the Technical Proposal is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

**4. AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

**5. FUNDING LIMITATIONS.**

**5.1.** The Government's maximum obligation for the term of this Grant is \$160,027.00. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## 6. PAYMENT.

6.1. **Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S0602A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S0602A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

## 6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

7. **PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. **DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. **Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	06 January 2012 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 30 November 2012  01 December 2012 – 29 February 2013 01 March 2013 – 31 May 2013 01 June 2013 – 31 August 2013 01 September 2013 – 30 November 2013  01 December 2013 – 29 February 2014 01 March 2014 – 31 May 2014 01 June 2014 – 31 August 2014 01 September 2014 – 30 November 2014  01 December 2014 – 29 February 2015 01 March 2015 – 31 May 2015 01 June 2015 – 31 August 2015 01 September 2015 – 30 November 2015  01 December 2015 – 29 February 2016 01 March 2016 – 31 May 2016 01 June 2016 – 31 August 2016 01 September 2016 – 30 November 2016
Final Federal Financial Report (SF 425)	06 January 2012 – 30 November 2016

10. **TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. **SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. **PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

13. **GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
TBD – After Award of Grant	Administrative Grants Officer	DCMA Denver 6 <sup>th</sup> Avenue & Kipling Street PO BOX 25586 Denver, CO 80225-0586	TBD
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Ms. Lisa Kimmet	Deputy for Elections	Montana Secretary of State 1301 E 6 <sup>th</sup> Avenue, State Capitol Helena, MT 59620-2801 <a href="mailto:lkimmet@mt.gov">lkimmet@mt.gov</a>	(406) 444-5376
Mr. Justus Wendland	HAVA Specialist	Montana Secretary of State 1301 E 6 <sup>th</sup> Avenue, State Capitol Helena, MT 59620-2801 <a href="mailto:jwendland@mt.gov">jwendland@mt.gov</a>	(406) 444-7911

**SECTION C – GENERAL TERMS AND CONDITIONS**

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

(c) OMB A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official



Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

#### **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

### **17. APPENDIX A TO PART 170 – AWARD TERM**

#### **I. Reporting Subawards And Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## **18. INVENTIONS (PATENTS).**

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization"

from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

**20. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **Montana: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians

- Total

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
  - d. Online submission
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
  - d. Online submission
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2006 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.

## 22. Online Voter Registration:

- a. Number of UOCAVA voters registered before use of this product.
- b. Number of new registrations?
- c. How many new military registrations?
- d. How many new overseas registrations?
- e. How many rejected?
- f. How many non UOCAVA registrations?

**23. Absentee Ballot Application:**

- a. Number of ballot applications received.
- b. Number of ballot applications sent via mail
- c. Number of ballot application sent via fax
- d. Number of ballot applications sent via email
- e. Number of ballot applications accessed using online system?
  - o Summary of foreign/domestic IP addresses

**24. Absentee Ballot delivery:**

- a. Number of people that accessed the system.
- b. Number of ballots downloaded.
- c. Number of ballots returned by postal service
- d. Number of ballots returned by fax
- e. Number of ballots returned by email
- f. Number of ballot downloaded multiple times from same user (include geographic location)
- g. Number of ballots downloaded from domestic IP address
  - o Summary of geographic locations of the IP addresses
- h. Number of ballots downloaded from foreign IP address
  - o Summary of geographic locations of the IP addresses
- i. How many ballots were counted? (include geographic locations)
- j. How many ballots were rejected?
- k. What were the reasons why ballots were not counted?

**25. Outreach Program:**

- a. Number of voters that sign up to receive the notifications.
- b. Number of text messages sent
- c. Number of duplicate text messages sent (text to same individual multiple times)
- d. Number of emails sent
- e. How many times were emails sent
- f. How effective was this outreach in increasing voter participation?
- g. Were there any responses to emails or texts? If so how many and what were the context of the responses

## GRANT AWARD

GRANT NO: H98210-12-1-0027  
EFFECTIVE DATE: 13 JANUARY 2012

PR NO(S): HQ0579-1341-0004-000

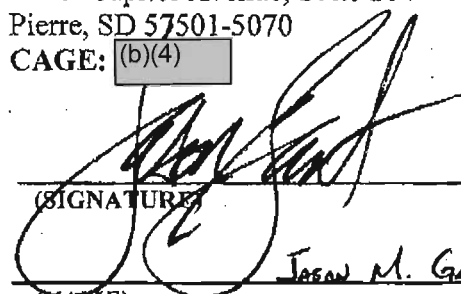
SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.
2. **TOTAL AMOUNT OF GRANT:** \$668,831.00
3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$668,831.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:  
  
ACRN AA: (b)(4)  
AMOUNT: \$668,831.00
4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.
5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the South Dakota Secretary of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

### SECTION A - EXECUTION OF GRANT AWARD

#### FOR THE RECIPIENT

South Dakota Secretary of State  
500 E Capitol Avenue, Suite 204  
Pierre, SD 57501-5070  
CAGE: (b)(4)

  
(SIGNATURE)  
\_\_\_\_\_  
(NAME) Jason M. Gant

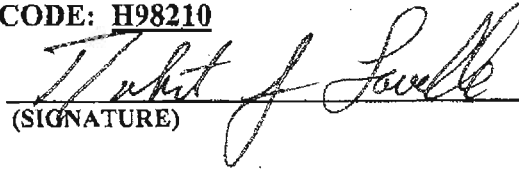
\_\_\_\_\_  
(TITLE) Secretary of State

\_\_\_\_\_  
(DATE) 01/06/2012

#### FOR THE UNITED STATES OF AMERICA

Human Resources Activity (DHRA)  
Procurement Support Office  
4800 Mark Center Drive, Suite 07G12  
Alexandria, VA 22350-1300

CODE: H98210

  
(SIGNATURE)  
\_\_\_\_\_  
(NAME) ROBERT J. LAVELLE

\_\_\_\_\_  
(TITLE) GRANTS OFFICER

\_\_\_\_\_  
(DATE) 06 JANUARY 2012



## SECTION B – GRANT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient’s expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient’s expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. **GRANT TERM.** The Term of this Grant is for a period of **13 January 2012** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Reporting Requirements**, as set forth in **SECTION D**; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 12 July 2011) and as revised (dated 14 October 2011) and as finally accepted (dated 05 January 2012) consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

## 5. **FUNDING LIMITATIONS.**

5.1. The Government’s maximum obligation for the term of this Grant is **\$668,831.00**. Costs in excess of this amount will not be paid.

**5.2.** The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

## **6. PAYMENT.**

**6.1. Reimbursement Payments.** The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

**6.2.** The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Grant. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Grant..

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S2401A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S2401A

**NOTE:** The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

## **6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).**

DUNS NUMBER	TIN/EIN	CAGE CODE
(b)(4)		

**7. PAYMENT OFFICE.** The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

**8. DATA COLLECTION POINTS AND PERFORMANCE REPORT.** Performance reports shall be prepared in accordance with 32 CFR 33.40.

**8.1. Data Collection Points.** The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer. NOTE: The DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

**8.2. Final Performance Report.** This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer.

**8.3. Special Reporting Requirements.** The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**9. FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a cash basis.

**9.1. Schedule of Financial Reports.** One electronic copy of Financial Reports shall be provided to the DHRA Grants Officer, DCMA Administrative Grants Officer and the Federal Voting Assistance Program (FVAP) Program Officer. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than 90 calendar days following the termination of the Grant: The schedule for required financial reports is as follows:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	13 January 2012 – 29 February 2012 01 March 2012 – 31 May 2012 01 June 2012 – 31 August 2012 01 September 2012 – 30 November 2012  01 December 2012 – 29 February 2013 01 March 2013 – 31 May 2013 01 June 2013 – 31 August 2013 01 September 2013 – 30 November 2013  01 December 2013 – 29 February 2014 01 March 2014 – 31 May 2014 01 June 2014 – 31 August 2014 01 September 2014 – 30 November 2014  01 December 2014 – 29 February 2015 01 March 2015 – 31 May 2015 01 June 2015 – 31 August 2015 01 September 2015 – 30 November 2015  01 December 2015 – 29 February 2016 01 March 2016 – 31 May 2016 01 June 2016 – 31 August 2016 01 September 2016 – 30 November 2016
Final Federal Financial Report (SF 425)	13 January 2012 – 30 November 2016

**10. TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

**11. SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

**12. PREAWARD COSTS.** Pre-award costs are authorized under this Grant, from **13 July 2011** through the effective date of award.

**13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 <a href="mailto:Bob.lavelle@osd.pentagon.mil">Bob.lavelle@osd.pentagon.mil</a>	(571) 372-2614
Mr. Mark Christensen	Administrative Grants Officer	DCMA Twin Cities 5600 American Boulevard West Suite 600 Bloomington, MN 55437 <a href="mailto:Mark.christensen@dcma.mil">Mark.christensen@dcma.mil</a>	(952) 259-5440
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 <a href="mailto:Robin.Burgess@fvap.gov">Robin.Burgess@fvap.gov</a>	(703) 588-8119
Mr. Brandon Johnson	Project Director	South Dakota Secretary of State 500 E Capitol Avenue, Suite 204 Pierre, SD 57501-5070 <a href="mailto:Brandon.johnson@state.sd.us">Brandon.johnson@state.sd.us</a>	(605) 773-3537

**SECTION C – GENERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.

**2. ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars<sup>1</sup>; “appropriate” is determined by the organizational nature of the Recipient.

(a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

<sup>1</sup> OMB Circulars can be found at: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)

**3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**<sup>2</sup>. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

**4. OFFICIALS NOT TO BENEFIT**. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

**5. CERTIFICATIONS**. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS**. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

**8. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

**9. RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

**10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815)**. Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and

<sup>2</sup> The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at:  
<http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

**10.1. Alternative Disputes Resolution (ADR).** These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

**11. RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

**12. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

**13. LIABILITY AND INDEMNITY.** Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

**14. CHANGE OF CIRCUMSTANCES.** Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

**15. TERMINATION AND ENFORCEMENT.**

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

**16. CHANGES.**

**16.1.** The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements add may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

## **16.2. Requesting Prior Approval.**

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

## **17. APPENDIX A TO PART 170 – AWARD TERM**

### **I. Reporting Subawards And Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.



ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

### 3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

### 4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

## 18. INVENTIONS (PATENTS).

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Final payment cannot be made nor can the Grant be closed out until all invention reporting requirements are met.

**19. HATCH ACT.** The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

**20. MODIFICATION OF GRANT.** This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

## **SECTION D – REPORT REQUIREMENTS**

### **South Dakota: Data Collection Point Reporting Requirements.**

**Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.**

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 45 days after each election for federal office during the grant's term.

The term "election" is defined as —

- (A) a general, special, primary, or runoff election;
- (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
- (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

### **Standard:**

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians

1. How many total registered voters in your jurisdiction?
2. How many total registered UOCAVA voters in your jurisdiction?

- a. South Dakota will track registered UOCAVA voters by how many UOCAVA absentee ballots were requested in South Dakota.
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
  - a. Postal Mail
  - b. Fax
  - c. E-mail
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
  - a. Postal Mail
  - b. Fax
  - c. Email
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
  - a. Postal Mail
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
  - a. Funded program vs. traditional totals
  - b. Funded program vs. traditional program for UOCAVA military
  - c. Funded program vs. traditional program for UOCAVA temporarily overseas
  - d. Funded program vs. traditional program for UOCAVA military dependents
  - e. Funded program vs. traditional program for UOCAVA overseas permanently
19. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
20. Please provide a summary of the comments that you receive from users.
21. **Absentee Ballot Application:**
  - a. Number of ballot applications received.
  - b. Number of ballot applications sent via mail
  - c. Number of ballot application sent via fax
  - d. Number of ballot applications sent via email
  - e. Number of ballot applications accessed using online system?
    - o Summary of foreign/domestic IP addresses
22. **Absentee Ballot delivery:**
  - a. Number of people that accessed the system.
  - b. Number of ballots downloaded.

- c. Number of ballots returned by postal service
- d. Number of ballots returned by fax
- e. Number of ballots returned by email
- f. Number of ballot downloaded multiple times from same user (include geographic location)
- g. Number of ballots downloaded from domestic IP address
  - o Summary of geographic locations of the IP addresses
- h. Number of ballots downloaded from foreign IP address
  - o Summary of geographic locations of the IP addresses
- i. How many ballots were counted? (include geographic locations)
- j. How many ballots were rejected?
- k. What were the reasons why ballots were not counted?

### **23. Ballot Tracking**

- a. How many times was this functionality accessed on the system?

### **24. Help Systems:**

- a. Number of UOCAVA voters in each participating county
- b. How many phone calls were there for assistance?
- c. How many times was the online chat support accessed?
- d. Please include survey results
- e. What was the average amount of time spent on assistance via phone?
- f. What was the average amount of time spent on assistance via online chat?
- g. What were the issues that the voter required them to reach for assistance?
- h. Were there any unresolved issues?

### **25. Outreach Program:**

- a. Number of voters that sign up to receive the notifications.
- b. Number of emails sent
- c. How many times were emails sent
- d. How effective was this outreach in increasing voter participation?
- e. Were there any responses to emails? If so how many and what were the context of the responses?
- f. Number of military installations visited and how many personal were present at each installation. Since "mock" elections will be held at these respective installations, how many people were a part of these elections.