



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

BEFORE THE ELECTION ASSISTANCE COMMISSION

In the Matter of)
)
 Consulting Contract to Assist with EAC System)
 Certification Process Development)
)

CERTIFICATION

I, DeAnna M. Smith., Administrator of the Consensus Vote Matter for the Election Assistance Commission, do hereby certify that on June 7, 2005, the Commission decided by a consensus vote to take the following action(s):

1.

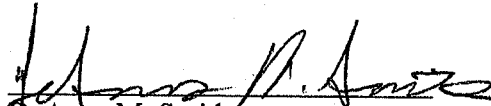
Consulting Contract to Assist with EAC System Certification Process Development

No objections were reached by the deadline of June 7, 2005.

NOTE: (Commissioner Hillman) "I concur with the recommendation but do so with great reservation. While Mr. Berger is uniquely and well qualified to perform the services, I believe that given the dollar value of the contract find to be performed within 6 weeks, a different process should have been followed to ascertain the services."

Attest:

06/07/05
 Date


 DeAnna M. Smith
 Administrator of Consensus Matter



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

CONSENSUS VOTE MATTER

This is a routine administrative matter, which pursuant to the procedure for circulation voting procedures adopted by the Commission, may be handled by consensus vote. A consensus is reached if no objections are received by the deadline set forth below. If you agree with the recommendation, no additional action is necessary. If you object to the recommendation, then an objection should be executed and returned prior to the deadline set forth below. Any objections should be delivered to DeAnna Smith, dsmith@eac.gov. Upon the expiration of the time for filing objections, the Commissioners will be informed of the action taken with regard to this consensus vote.

DATE & TIME OF TRANSMITTAL: June 6, 2005, 11:30 AM

BALLOT DEADLINE: June 7, 2005, 11:30 AM

COMMISSIONERS: DEGREGORIO, HILLMAN, MARTINEZ

SUBJECT: CONSULTING CONTRACT TO ASSIST WITH EAC SYSTEM CERTIFICATION PROCESS DEVELOPMENT

() I object to the recommendation.

COMMENTS: Please see the attached memorandum, statement of work and resume.

Note: I concur with the recommendation but do so with great reservation. While Mr. Berger is uniquely and well qualified to perform the services, I believe that given the dollar value of the

DATE: 6 June 2005 SIGNATURE: [Signature]

contract ~~with~~ ^{shall} to be performed within 6 weeks, warrants a different process should have been followed to ascertain the

FROM CAROL PAQUETTE, INTERIM EXECUTIVE DIRECTOR

Services.
 [Signature]

MEMORANDUM

TO: Commissioners Hillman, DeGregorio, and Martinez
FROM: Carol A. Paquette *CP*
DATE: June 3, 2005
RE: Consulting contract to assist with EAC system certification process development

BACKGROUND:

The work on developing EAC processes, review criteria, and documentation requirements for lab accreditation and voting system certification has fallen significantly behind schedule. The project timeline called for completion of this work for Commissioner review by the end of May. This work is perhaps 50% complete at this point. In addition, as we have more fully researched this topic we have become aware that this effort requires technical expertise and specialized knowledge not available on our staff. The Commission has committed to Congress that EAC will assume laboratory accreditation and system certification responsibility from NASED in FY05. Since public notice and comment will be required before this transition can occur, these materials need to be completed by early July at the latest to meet this commitment.

In early April, we requested assistance from NIST, but they have not been forthcoming with meaningful help. They provided a point of contact who identified and passed along considerable reference material, but is no longer available for further assistance due to a family medical issue. NIST has not been able to identify a replacement.

In an attempt to identify other potential sources of assistance for this highly specialized subject matter, I contacted several nationally recognized authorities on voting system certification and quality conformance processes. As a result of this inquiry, TEM Consulting was identified as uniquely qualified to assist the EAC.

Stephen Berger is the President of this small consulting firm. Mr. Berger has significant experience with IEEE standards development activities and served as the Chair of the IEEE Committee on voting equipment standards. He is the IEEE representative on the Technical Guidelines Development Committee and an ex-officio member of the NASED Voting Systems Standards Board. He also is the Co-chair of the U.S. Access Board's telecommunications compliance sub-committee. His resume is attached.

Mr. Berger has identified two other consultants who will assist in this effort. Donald Heirman is past president and now a member of the Board of Directors of the National

Cooperation for Laboratory Accreditation, which recognizes the competency of testing accreditation bodies in the U.S. through the application of International Standards Organization guides. He chairs, or is a principal technical expert to, several U.S. and international standards organizations. He is also President of the IEEE Standards Association. His resume is attached.

Daniel Hoolihan specializes in laboratory evaluations and the accreditation of certification bodies. He is a consultant to NIST in the area of Telecommunications Certification Body and Conformity Assessment Body evaluations. (When EAC assumes the responsibility for laboratory accreditation and voting system certification, EAC will become a Certification and Conformity Assessment Body.) He is also an assessor for the NIST National Voluntary Laboratory Accreditation Program. He has been actively involved with ANSI standards committee work for 20 years. He is also an active member of the U.S. Technical Advisory Group on Industrial, Scientific and Medical Equipment. His resume is attached.

RECOMMENDATION:

The Commission should approve a consulting contract with TEM Consulting to assist EAC staff in completing the laboratory accreditation and system certification work. The period of performance would be from June 6 through July 15, 2005. The contract value will be \$25,000. A brief Statement of Work is attached.

**STATEMENT OF WORK FOR TECHNICAL ASSISTANCE FOR THE DEFINITION AND
DOCUMENTATION OF AN EAC LABORATORY ACCREDITATION AND VOTING SYSTEM
CERTIFICATION PROCESS**

Background. Section 231 of HAVA requires the EAC to provide for the testing, certification, decertification, and recertification of voting system hardware and software by accredited laboratories. To carry out this mandate, EAC must define the EAC laboratory accreditation process that will follow receipt of NIST recommendation for accreditation, and the EAC system certification process. The system certification process will include the following elements: 1) submission and technical review of voting system test plans and test reports, 2) qualification requirements for technical reviewers, 3) evaluation criteria for test plans and test reports, 4) forms and documentation requirements, 5) procedure for interpretation and clarification of voting system guidelines, and 6) procedure for resolution of test lab and vendor disagreements on the interpretation and application of voting system guidelines. Concurrent with assuming these responsibilities, EAC will also be responsible for appropriate record keeping and information dissemination related to these programs.

Description of Work. The Consultant will review EAC drafts of work processes, evaluation criteria, documentation requirements, forms and other materials to gain familiarity with the current status of the work. Consultant will review technical issues identified by EAC staff and provide recommendations for resolution. Consultant will provide analysis of alternative conformance methodologies and criteria and make recommendations regarding appropriate process for EAC application. Consultant will assist EAC staff in completion of procedures and associated materials based on methodology selected.

ORDER FOR SUPPLIES AND SERVICES

NOTE: MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

PAGE 1 OF 1 PAGES

1. DATE OF ORDER

2. ORDER NUMBER

06/16/05

3. CONTRACT NUMBER

EAC 0541

4. ACT NUMBER

E4014195

IMPORTANT:

- * This form is not to be used as an invoice. See reverse for invoice requirements and payment information.
- * The invoice remit to address must be the same as Block 12. Notify the contracting/ordering officer if the information in Block 12 is incorrect.
- * Failure to show the ACT number (Block 4) on invoice will delay payment and render the invoice improper.
- * Failure to mail invoice to address in Block 24 will delay payment.
- * Failure of service contractors to provide information in Block 9A will result in 20% of payment being withheld (26 U.S.C. 3406(a)).

7. TO: CONTRACTOR (Name, address and zip code)

TEM Consulting

Contact: Stephen Berger

COPY

8. TYPE OF ORDER REFERENCE YOUR

A. PURCHASE

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

B. DELIVERY

This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract

C. MODIFICATION NO.

AUTHORITY FOR ISSUING

9A. EMPLOYER'S IDENTIFICATION NUMBER

9B. CHECK, IF APPROPRIATE
 WITHHOLD 20%

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

10A. CLASSIFICATION

A. SMALL BUSINESS

B. OTHER THAN SMALL BUSINESS

C. SMALL DISADVANTAGED

D. SMALL WOMEN-OWNED

10B. TYPE OF BUSINESS ORGANIZATION

A. CORPORATION

B. PARTNER-SHIP

C. SOLE

11. ISSUING OFFICE (Address, zip code and telephone no.)

Election Assistance Commission
1225 New York Avenue, NW, Suite 1100
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)

Remittance via EFT
See attached form

13. SHIP TO (Consignee address, zip code and telephone no.)

Same as block 11

14. PLACE OF INSPECTION AND ACCEPTANCE

EAC, 1225 NY Ave., Suite 1100, Wash., DC 20005

15. REQUISITION OFFICE (Name, symbol and telephone no.)

Election Assistance Commission

16. F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 06/23/05

19. PAYMENT/DISCOUNT TERMS

Net 30

20. SCHEDULE

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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Under the authority of Public Law 107-252, dated October 29, 2002, establishing the Election Assistance Commission (EAC). Request to provide technical assistance in defining EAC system certification and lab accreditation processes. See attached consulting agreement.

Total Cost of Delivery Order \$25,000.00

21. RECEIVING OFFICE (Name, symbol and telephone no.)

Gracia M. Hillman (202) 566-3100

TOTAL FROM 300-A(s)

25,000.00

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL

25,000.00

24. MAIL INVOICE TO: (Include zip code)

General Services Administration (FUND)
Election Assistance Commission
1225 New York Avenue, NW, Suite 1100
Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana M. Scott

25B. TELEPHONE NO.

(202) 566-3100

26A. NAME OF CONTRACTING/ORDERING OFFICER (Type)

Gracia M. Hillman, Chair

26B. TELEPHONE NO.

(202) 566-3100

26C. SIGNATURE

Gracia M. Hillman

PURCHASE ORDER TERMS AND CONDITIONS

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

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

552.210-79 PACKING LIST (DEC 1989)

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

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

52.232-1 PAYMENTS (APR 1984)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

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

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

PROMPT PAYMENT

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

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

NOTE: Invoices must include the ACT number (block 4) and shall be submitted in an original only, unless otherwise specified, to the billing office designated in block 24 to receive invoices. The "remittance to" address must correspond to the remittance address in block 12.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in block 20) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality or contractor compliance with a contract provision . . .

52.222-40 SERVICE CONTRACT ACT OF 1965, AS AMENDED - - CONTRACTS OF \$2,500 OR LESS (MAY 1989)

Except to the extent that an exception, variation, or tolerance would apply if this contract were in excess of \$2,500, the Contractor and any subcontractor shall pay all employees working on the contract not less than the minimum wage specified under Section 6 a) (1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-206). Regulations and Interpretations of the Service Contract Act of 1965 are contained in 29 CFR Part 4.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(52.222-41 and 52.222-42 apply to service contracts when the amount exceeds \$2,500).

The GSA Form 2186, Service Contract Act of 1965 and Statement of Equivalent Rates for Federal Hires is attached hereto and made a part hereof.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Applicable to purchase orders for supplies or services:

52.203-1 Officials Not to Benefit (APR 84)

52.203-3 Gratuities (APR 84)

52.203-5 Covenant Against Contingent Fees (APR 84)

52.203-6 Restriction on Subcontractor Sales to the Government (JUL 85)

52.203-7 Anti-Kickback Procedures (OCT 88)

52.212-9 Variation in Quantity (APR 84)

(In the preceding clause, the permissible variations are stated in the schedule.)

52.222-3 Convict Labor (APR 84)

52.222-26 Equal Opportunity (APR 84)(Applies when amount exceeds \$10,000.)

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)(Applies when amount exceeds \$10,000.)

52.222-36 Affirmative Action for Handicapped Workers (APR 84)(Applies when amount exceeds \$2,500.)

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)(Applies whenever clause 52.222-35 is included.)

52.223-6 Drug Free Workplace (JUL 90)(Applies if contract is awarded to an individual.)

52.226-3 Buy American Act - Supplies (JAN 89)

52.226-1 Restrictions on Certain Foreign Purchases (MAY 92)

52.232-25 Prompt Payment (SEP 92)

52.233-1 Disputes (DEC 91)

52.233-3 Protest After Award (AUG 89)

52.246-1 Contractor Inspection Requirements (APR 84)

52.249-8 Default (Fixed-Price Supply and Service)(APR 84)

Applicable to purchase orders for supplies:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount is between \$2,500 and \$10,000.)

52.222-20 Walsh-Healey Public Contracts Act (APR 84)(Applies when amount exceeds \$10,000.)

52.243-1 Changes - Fixed Price (AUG 87)

52.249-1 Termination for Convenience of the Government (Fixed Price)(Short Form)(APR 84)

Applicable to purchase orders for services:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount exceeds \$2,500.)

52.243-1 Changes - Fixed Price (APR 84) - Alt. II

52.249-4 Termination for Convenience of the Government (Services)(Short Form)(APR 84)

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Please print or type

Name (See **Specific Instructions** on page 2.) _____

Business name, if different from above. (See **Specific Instructions** on page 2.) _____

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

List account number(s) here (optional) _____

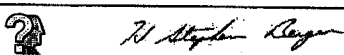
Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person ▶  Date ▶ _____

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Carol A. Paquette/EAC/GOV
06/01/2005 11:15 AM

To Gracia Hillman/EAC/GOV, Paul DeGregorio/EAC/GOV,
Raymundo Martinez/EAC/GOV, Juliet E.
Thompson/EAC/GOV;twilkey@nycep.org
cc Sheila A. Banks/EAC/GOV, Adam Ambrogi/EAC/GOV, Gavin
S. Gilmour/EAC/GOV, Brian Hancock/EAC/GOV
bcc
Subject proposed consulting contract to assist with NASED/EAC
transition work

Commissioners et al. -

The work on developing the EAC processes, documentation, etc., for transitioning lab accreditation and system certification from NASED to EAC has fallen significantly behind schedule. The project timeline called for completion of this work for Commissioner review by the end of May. We are perhaps 50% complete at this point.

We had requested assistance from NIST to work with Brian Hancock on this effort, but they have not been forthcoming with meaningful help. They provided a point of contact who passed on a lot of reference material for Brian to review, but they haven't identified anyone to help with defining the processes and preparing the documentation. The point of contact has since been diverted by some family medical problems, and Lynne Rosenthal hasn't been able to identify another person.

Prior to his departure, Commissioner Soaries encouraged me to find some additional resources to help move this work to completion. The Chair similarly advised me about two weeks ago when I was speaking to her about my concern over the lagging schedule.

In response to this direction to get help, I sent an email to Steve Berger, David Karmol, Paul Craft, Brit Williams, and Michael Shamos, asking if they could identify any individuals or companies we could contract with quickly to get this work done. Steve Berger responded that he could assist. I checked with EAC Counsel's Office to see if there were any issues regarding EAC contracting with a member of the TGDC. Julie and Gavin informed me that there were no problems with this. Steve is very well-qualified by education and experience to assist us in this effort. Paul Craft and Brit Williams concurred that Steve could more than adequately fill the requirement.

Brian and I have had several conversations with Steve and are convinced that his assistance will enable us to move ahead quickly to meet our revised target completion date of June 30. He has worked on defining similar quality conformance programs for other organizations and is knowledgeable of all the relevant standards, etc., and which need to be applied.

Consequently, I am recommending that the EAC enter into a consulting contract with Steve Berger for a not to exceed amount of \$40,000 and a period of performance from June 1 through July 31. The first milestone is to help Brian complete this work for Commission review by June 30. Steve's time in the month of July would be utilized to respond to questions and comments from the Commissioners to complete the work for Commission approval and establishment of a transition date.

I am available to discuss this matter and answer any questions you may have. If you are in agreement with this course of action, I will ask DeAnna to prepare appropriate consensus vote.

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov



"Stephen Berger"
<stephen.berger@ [REDACTED]>

06/01/2005 09:57 AM

Please respond to
stephen.berger@ieee.org

To bhancock@eac.gov, "Donald Heirman"
<d.heirman@ [REDACTED]>, "Dan Hoolihan"
<hoolihan@ [REDACTED]>

cc cpaquette@eac.gov

bcc

Subject RE: EAC Draft Documents

Brian,

Let me introduce the 3rd member of our "work crew" Dan Hoolihan. Dan has a lot of relevant experience to what we are doing. He is a NVLAP accreditor, very active on the FCC's Technical Competent Body Counsel and also works in international lab recognition areas. I know you will find Dan a valuable resource to have involved.

In talking to Dan this morning about our project we found ourselves discussing whether ISO Guide 65 type topics would be in view for this project. Guide 65 deals with vendor related topics, like their quality system, to assure that the manufactured product is the same as the tested product. ISO Guide 17025 focuses by contrast on lab accreditation. I asked Dan to write up a short discussion and forward it to you, to help us all get a clear focus on what we are doing first, what might come later and where we might find helpful guidance in preparing our materials.

Best Regards,

Stephen Berger

TEM Consulting, LP

Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - [REDACTED]

Mobile - [REDACTED]

FAX - (512) 869-8709

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

Sent: Wednesday, June 01, 2005 8:05 AM

To: Donald Heirman; Stephen Berger

Subject: EAC Draft Documents

Steve, Don,

Nice talking with you yesterday. Both Carol and I look forward to working with you to move the project towards completion.

Attached are three draft documents that will give you an idea of where we see the program headed. The first document is the letter of certification which we plan on sending initially to the current test labs which we would grandfather until the NVLAP portion of the program produces results.

The second document is a series of flow charts which outline the basic steps of the certification and testing, and laboratory accreditation program. The third document is a draft policy guide on the testing and certification program. The policy guide has some obvious gaps in several sections which I have not yet had time to complete. We value your assessment of these documents and look forward to meeting with you, Steve, next week, and with Don as soon as possible.

Thanks again.



"Stephen Berger"
<stephen.berger@[REDACTED]>

To cpaquette@eac.gov

cc

06/01/2005 09:49 AM

bcc

Please respond to
stephen.berger@ieee.org

Subject RE: additional contracting information

Carol,

The EIN for TEM Consulting is: [REDACTED]

I am attaching our W9 in case you need that in the future.

TEM Consulting is a small business and it is a corporation.

I filled out the EFT form and signed it, the PDF is attached.

Best Regards,

Stephen Berger

TEM Consulting, LP

Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - [REDACTED]

Mobile - [REDACTED]

FAX - (512) 869-8709

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

Sent: Wednesday, June 01, 2005 7:46 AM

To: stephen.berger@ieee.org

Subject: additional contracting information

Steve -

Need a little more information about your business to complete processing of contract.

1) What is your tax ID # (or SSN, if no tax ID)

2) What is the classification of your business: small; other than small, small disadvantaged, small woman-owned

and the type of business: corporation; partnership; sole proprietorship

Also, if you wish to receive payments electronically you will need to complete the attached EFT authorization form. Thanks!

Carol A. Paquette

Carol A. Paquette/EAC/GOV
06/01/2005 08:24 AM

To: stephen.berger@ieee.org
cc
bcc
Subject: additional contracting information

Steve -

Need a little more information about your business to complete processing of contract.

1) What is your tax ID # (or SSN, if no tax ID)

2) What is the classification of your business: small; other than small, small disadvantaged, small woman-owned
and the type of business: corporation; partnership; sole proprietorship

Also, if you wish to receive payments electronically you will need to complete the attached EFT authorization form. Thanks!



EFT form~9075810.rtf

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov



"Stephen Berger"
<stephen.berger@[REDACTED]>
[REDACTED]

To cpaquette@eac.gov

cc

05/30/2005 10:04 AM

bcc

Please respond to
stephen.berger@ieee.org

Subject RE: Dates

Carol,

Hope you don't have to work all of memorial day? I wanted to get back with you on a couple of things.

I haven't heard back from Don or Dan yet, but let's tentatively plan on a conference call tomorrow at 1 ET. Do you have a conference number or would you like me to send out the one I use?

SATO is the travel agency that NIST uses when I come to the TGDC meetings. They don't seem to have the problem with last minute fare increases that we get booking directly. Otherwise the cost seems roughly comparable. For example, Southwest or American are the best connections from Austin. Right now, with 1 week notice I can go to BWI for \$109 each way, \$218 plus tax roundtrip. Less than a week and it goes to \$586 plus tax roundtrip.

I can arrive at BWI by 1:30 out of Austin, and be at your office by 3:30.

So for the week of the 6th, if it gives us enough time I could come in Monday the 6th and coordinate my departure to match your schedule, say leaving late on the 8th?

I am putting around the house and also working today. So feel free to call, it isn't an inconvenience [REDACTED] To get the lower airfare I should book today.

Best Regards,

Stephen Berger

TEM Consulting, LP

Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - [REDACTED]

Mobile [REDACTED]

FAX - (512) 869-8709

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

Sent: Friday, May 27, 2005 5:06 PM

To: stephen.berger@ieee.org

Cc: bhancock@eac.gov

Subject: RE: Dates

Steve -

Don't know what SATO stands for, does it mean invitational travel orders (i.e., the government makes your travel arrangements and provides you a ticket)?

Monday is a government holiday which I will be celebrating by trying to complete my review of the Voluntary Voting System Guidelines.

How about a phone call on Tuesday, the 31st? I'm available at 1 or 4:30 Eastern. Wednesday, June 1, is open all day, if that works better for you and your colleagues. Then we could have in person meeting the week of the 6th as you suggest. I'm on leave the 8th to attend an out-of-town graduation.

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov

"Stephen Berger" <stephen.berger@██████████>

05/27/2005 05:00 PM

To: cpaquette@eac.gov

cc

Subject: RE: Dates

Please respond to
stephen.berger@ieee.org

Carol,

Assuming I can travel under SATO, as when I come to TGDC meetings, we don't need to worry about last minute flight costs.

I am working on a meeting at the FCC for June 13-14 and could extend to work with you, which would save some travel costs. I think though that you will want a first meeting sooner. Would you like to have an initial conference call, including Don Heirman and Dan Hoolihan, on Monday and in in-person meeting sometime the week of June 6? With your statement that the contract looks acceptable I am comfortable with going ahead and getting started. I could also fly up next week, but wonder if we wouldn't accomplish more by having a couple of conference calls and doing some preparatory work on our side?

My thought is after an initial conference call we should see what models and similar documents we can gather from sources we are aware of and adapt to the needs of the EAC. So at a first meeting the following week we potentially would come with some model documents and procedures to consider.

Best Regards,

Stephen Berger

TEM Consulting, LP
Web Site - www.temconsulting.com
E-MAIL - stephen.berger@ieee.org
Phone - ██████████
Mobile ██████████
FAX - (512) 869-8709

From: cpaquette@eac.gov [mailto:cpaquette@eac.gov]
Sent: Friday, May 27, 2005 3:43 PM
To: stephen.berger@ieee.org
Subject: Re: Air Force Contract

Thanks, Steve. I agree with you that the consulting contract is the better way to go. I have reviewed the agreement you sent and it looks fine to me in terms of having all the appropriate clauses and safeguards. I have passed it to our General Counsel to see if she agrees that it is an acceptable contract document. If she gives me the okay we can probably have this in place by next Wednesday (June 1). We should be working on a date for you to come in so we can review work accomplished and what further remains to be completed.

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov

"Stephen Berger" <stephen.berger@██████████>

05/27/2005 04:04 PM

To "Carol A. Paquette" <cpaquette@eac.gov>
cc
Subject Air Force Contract

Please respond to stephen.berger@ieee.org
--

Carol,

Attached is my Air Force contract. Besides a lot of boilerplate, the principle different is that this is a firm fixed price contract. You can see that a set of initial deliverables was specified and funded. Options were included that could be exercised at the agencies discretion. We can go that way with your job but I would need a clear set of deliverables to bid on. Of course my bid will be competitive but guarded to be sure that I can provide the deliverables within the bid. I think the work assignment based contract will be both quicker to get in place and provide you a lower final cost. Having a not-to-exceed on the work items should give you the same budget protections that the Air Force is getting with the firm fixed price approach.

Best Regards,



"Stephen Berger"

<stephen.berger@ [REDACTED]>

05/27/2005 09:14 AM

Please respond to
stephen.berger@ieee.org

To cpaquette@eac.gov, stephen.berger@ieee.org

cc bhancock@eac.gov

bcc

Subject RE: Help on establishing equipment certification system

Carol,

I will look forward to talking with you and Brian tomorrow.

Best Regards,

Stephen Berger

TEM Consulting, LP

Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - (512) 869-8709

Mobile [REDACTED]

FAX - (512) 869-8709

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

Sent: Thursday, May 26, 2005 11:28 AM

To: stephen.berger@ieee.org

Cc: bhancock@eac.gov

Subject: RE: Help on establishing equipment certification system

Steve -

1 p.m. tomorrow is good. Brian Hancock will be sitting in on the call. Do you want us to call you or will you call us? My direct dial is 202.566.3125. Thanks!

Carol A. Paquette

Interim Executive Director

U.S. Election Assistance Commission

(202)566-3125 cpaquette@eac.gov



"Stephen Berger"
<stephen.berger@[REDACTED]>
>

05/27/2005 03:55 PM

Please respond to
stephen.berger@ieee.org

To "Carol A. Paquette" <cpaquette@eac.gov>

cc

bcc

Subject Draft Contract

Carol,

Attached is the draft work assignment based contract I have been using. So far it has worked very well for the kind of assignment we are discussing.

I will send a copy of the Air Force Contract attached to a separate note for you to consider as an alternative.

I look forward to working with you. Thank you very much for the confidence expressed in making this opportunity available.

Best Regards,

Stephen Berger

TEM Consulting, LP

Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - [REDACTED]

Mobile - [REDACTED]

FAX - (512) 869-8709



EAC-TEM - Consulting Contract.doc

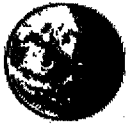
Carol A. Paquette/EAC/GOV
05/24/2005 04:00 PM

To stephen.berger@ieee.org
cc
bcc
Subject Re: Help on establishing equipment certification system

Steve -

Sorry I didn't have time to call you this morning. Today was pretty fully booked. What's your availability tomorrow or Thursday?

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov
"Stephen Berger" <stephen.berger@ieee.org>



"Stephen Berger"
<stephen.berger@ieee.org>

05/23/2005 01:36 PM

Please respond to
stephen.berger@ieee.org

To "Carol A. Paquette" <cpaquette@eac.gov>
cc
Subject Help on establishing equipment certification system

Carol,

After our talk last week I made a few phone calls both to identify resources that are available and also to organize my own thinking around what kinds of help might be of the most help to you.

I started with some of my colleagues who have experience helping other agencies in similar areas. I am working with the assumption that you would like to have both expertise and experience as well as purely the hours to produce the necessary products. In my calls I started on the experience and expertise side.

I am going to make some assumptions about where you are at in these tasks, so feel free to correct me if I am wrong.

I have 3 of us with a lot of experience in setting up and managing laboratories and working on equipment grants at the FCC and FDA. If you look at my website, www.temconsulting.com you will find resumes for myself and Don Heirman (currently president of IEEE Standards Association). Also Dan Hoolihan has some time available, <http://www.emcexpert.com/>. All of us have other commitments but also have some time available between now and the end of June.

From our conversation I would assume matching a team like this with some contract tech writers may give you the manhours you need with the expertise to direct it efficiently.

If you like I can offer to contract all three of us through my company, TEM Consulting. I often use a work assignment based contract. This establishes a durable set of terms and conditions. Work and therefore payment are approved by work assignments. So the first work assignment can be for current needs with appropriate not-to-exceed limits and delivery dates. If further service is desired then new work assignments can be opened up. I have a standard contract that I use but also am working under a variation of this using an Air Force contract for some assignments I have for them.

If this is going in a direction that interests you I think I would suggest that you and I talk to set things up and then have an introductory call with the team to outline assignments and organize what we would do for you.

As I have thought about what I would do were I in your position I think I would make one of our assignments to go over to the FCC laboratory in Columbia and ask their help, borrowing as much as they may feel comfortable in sharing. I have contract with Rashmi Doshi almost weekly and would assume he would be helpful. The positive is that there may be a lot of workproduct from their system that could be adopted for EAC use. I would also assume that there is a lot of experience that could be gathered in to the benefit of the EAC. I think the principle challenge would be to 'right-size' the system to the EAC and voting equipment vendors. I believe the FCC manages something like 25,000 grants a year and has a system of 500 commercial test labs doing the testing required.

Probably my biggest general worry for the EAC is that it would be easy to create an overly complex system that would not be appropriate for this sector. However, there is a lot of experience out there that could be gathered in.

I will be in meeting from about 2:30 to 6:30 ET, but call me on my mobile before then if you want to talk further. Tomorrow I have an early flight from Tucson but would be available until about 10:30 ET.

Best Regards,

Stephen Berger

TEM Consulting, LP

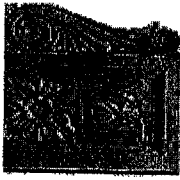
Web Site - www.temconsulting.com

E-MAIL - stephen.berger@ieee.org

Phone - [REDACTED]

Mobile - [REDACTED]

FAX - (512) 869-8709



Brian Hancock/EAC/GOV
05/24/2005 09:21 AM

To: Carol A. Paquette/EAC/GOV@EAC

cc

bcc

Subject: Associates of Steve Berger

Carol,
Don Heirman who works with Steve at TEM Consulting, has 30 years with Bell Laboratories in many EMC (Electromagnetic Compatibility) roles including Manager of Lucent Technologies (Bell Labs) Global Product Compliance Laboratory. He is also President of IEEE Standards Association, and has been a group manager for electromagnetics for the U.S. National Committee Technical Management Committee for the IEC (International Electrotechnical Commission). Finally, (in his spare time!) he serves as an adjunct professor/senior research scientist at the University of Oklahoma Center for the Study of Wireless EMC.

Dan Hoolihan was Vice-President of the Minnesota Operations of TÜV Product Service from 1994-1999, Chief Operating Officer and co-founder of AMADOR Corporation from 1984 to 1994 and from 1969 to 1984, he was an EMC engineer and manager for Control Data Corporation in Minnesota. He is also a past President of the IEEE Electromagnetic Compatibility Society, and active with ANSI standards programs in this field.

Brian

Brian Hancock
U.S. Election Assistance Commission
1225 New York Avenue, NW, Ste. 1100
Washington, DC 20005
202-566-3100
www.eac.gov

Carol A. Paquette/EAC/GOV
05/18/2005 03:10 PM

To pcraft@dos.state.fl.us;britw@[REDACTED]stephen.berger@i
eee.org;dkarmol@ansi.org;shamos@cs.cmu.edu
cc
bcc
Subject EAC needs technical assistance to define system
certification process

Gentlemen:

As you may be aware, the EAC is supposed to take over the lab accreditation and voting system certification processes from NASED this fiscal year. Brian Hancock has been working very diligently to get the procedures defined, the forms, etc., designed, report formats specified, etc. Our legal counsel has been working on legal aspects. However, we just do not have adequate numbers of staff personnel to get this work completed in a timely fashion. Neither Brian nor counsel can devote full time to this effort because of the press of other EAC business and our general lack of staff resources.

We are looking for either individual consultants or companies with experience in doing this type of work. Our original completion date was the end of May, which we are not close to meeting. We are now targetting the end of June to complete documentation of the procedures, criteria, forms, etc., so this transition can happen by August. But this date cannot be met without assistance. Please forward any recommendations you might have as soon as possible. Since we have our own procurement authority we can turn around contracts quickly and we have adequate budgetary resources available to cover this work. We just need to identify some qualified sources who can go to work immediately. Thank you for your assistance.

Carol A. Paquette
Interim Executive Director
U.S. Election Assistance Commission
(202)566-3125 cpaquette@eac.gov

CONSULTING AGREEMENT WORK ASSIGNMENT BASED

This Agreement is made effective as of the date of signing by and between the United States Election Assistance Commission, with offices at 1225 New York Avenue N.W., Suite – 1100, Washington, DC 20005, (the "Agency" or "EAC"), and TEM Consulting, LP, with offices at [REDACTED] Texas, [REDACTED] ("Consultant").

The Agency desires to retain Consultant to provide engineering consulting services for the Agency and Consultant is willing to perform such services, on terms set forth more fully below.

In consideration of the mutual covenants and obligations set forth herein, Consultant and the Agency agree as follows:

1. SERVICES TO BE RENDERED

- 1.1 Consultant's Services. Consultant agrees to provide for the Agency engineering consulting services as requested by the Agency from time to time (the "Services"). Details of the specifications and requirements for the Services to be performed by Consultant shall be set forth in written work assignments in the form set forth in Schedule B ("Work Assignments"). Each such Work Assignment shall be signed by Agency and Consultant. Consultant shall provide the Services described in each such Work Assignment subject to and in accordance with all terms and conditions of this Agreement. Work Assignments may be signed for the Agency by the Authorized Representative of the Agency or other persons acting at the direction of the Authorized Representative of the Agency. For each Work Assignment, the Agency shall identify a contact person who will provide directions to Consultant for each work assignment.
- 1.2 Work Assignments. Consultant agrees to perform for the Agency the Services described in Schedule C as Work Assignment(s), in accordance with this Agreement.
- 1.3 Service Levels. Consultant warrants that the Services shall be performed with care, skill and diligence, consistent with, or above applicable professional standards currently recognized in the profession, and that Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Agreement. Services provided by Consultant shall meet or exceed the service levels, if any, specified on the Work Assignments.
- 1.4 Subcontractors. The Consultant may use subcontractors to provide services under this contract. Consultant shall be responsible for any subcontractor put to work to perform any part of this contract and its work assignments, unless the subcontractor is especially requested by the Agency, in which case the Agency assumes responsibility for that particular subcontractor, the quality of that subcontractor's work, any unnecessary expenses that subcontractor may cause and the entire completion of that subcontractor's contract.

2. COMPENSATION

- 2.1 Fees For Services. The Agency shall pay Consultant the compensation in the amounts and upon the terms set forth in each duly executed Work Assignment entered into between Consultant and the Agency.
- 2.2 Fees For Work Assignment(s). As consideration for the performance of the Services of Work Assignment(s), the Agency shall pay Consultant the compensation, including fees and other costs, as set forth on Schedule C.

- 2.3 Invoices. Except as otherwise expressly provided in a duly signed Work Assignment, Consultant shall not more frequently than monthly submit to the Agency (a) his invoice for professional fees incurred in the prior month, setting forth the number of hours of Services performed by Consultant during the preceding month and the tasks performed and (b) his invoice for expenses incurred. Consultant shall submit his invoices pursuant to the draft provided in the annex, Schedule A. Each invoice of Consultant for Services performed pursuant to this Agreement shall not become payable until approved by the Authorized Representative of the Agency. Subject to approval by the Agency, Consultant's invoices shall be paid within thirty (30) days of the date the invoice is received by the Agency. Invoices shall be mailed to the attention of Ms. Diana Scott, Administrative Officer, U.S. Election Assistance Commission, 1225 New York Avenue, N.W., Suite 1100, Washington, D.C. 20005.
- 2.4 Telecommunications and Travel Expenses. Reasonable telecommunications (e.g. contract related conference calls), travel and other expenses incurred by Consultant in the course of performing Services under this Agreement shall be reimbursed by the Agency upon presentation of an expense report by the Consultant or paid directly by the Agency. In terms of travel expenses, reasonable expenses shall mean those costs associated with travel that is less than, or equal to, the federal costs for airfare, transportation, lodging and per diem for meals and expenses.

3. TERM AND TERMINATION

- 3.1 Term. This Agreement shall commence as of the date signed, and subject to the following provisions in this Section 3, shall continue for as long as Consultant accepts Work Assignments from Agency and through the completion of the Services performed under all Work Assignments accepted by Consultant.
- 3.2 Termination Without Cause. Either party may terminate this Agreement for any reason and without cause, by giving two (2) weeks prior written notice thereof to the other party. Any such notice shall be addressed to the other party at the address shown below or such other address as to which the party has given notice of in writing. Such notice of termination shall be deemed given (a) if personally delivered, upon delivery, or (b) forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or (c) if by facsimile, upon receipt of evidence that a complete transmission of such facsimile message was made.
- 3.3 Termination For Cause. The Agency may terminate this Agreement immediately and upon notice to Consultant if Consultant refuses to perform the Services. Consultant may terminate this Agreement if the Agency fails timely to pay any proper invoice of Consultant and such failure to pay continues for more than five (5) days after written notice of such failure is given to the Agency.
- 3.4 Effect of Termination. On termination of this Agreement for any reason, all rights and duties of the parties toward each other shall cease except (a) the Agency shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed amounts owing to Consultant for unpaid Services and related expenses, if any; (b) Consultant shall be obliged to deliver all Services for which the Agency has compensated Consultant and shall deliver to the Agency all work product and deliverables relating to the Services, including all copies thereof in whatever medium; and (c) the provisions of Sections 5, 6, 7 and 10 shall survive termination of this Agreement.

4. TIME AND PLACE OF WORK

Consultant's Services shall be available to the Agency through the period of this Agreement at such times and at such place or places as the Agency may request and as may be agreeable to Consultant.

- 5.1 Definition. "Confidential Information" means any of the Agency's proprietary or otherwise privileged, confidential or not releasable to the public information. As a federal government contractor, Consultant will adhere to all federal statutes, regulations and policies concerning the release of documents and information to third parties. Consultant agrees not to disclose, use or permit the disclosure or use of any information obtained as a result of duties as a consultant without the express written permission of the Agency in advance.

Examples of such information are pre-decisional work products, alternative courses of action under consideration, evaluation criteria, finances, forecasts, procurement requirements, or other business plans and information disclosed by the Agency either directly or indirectly in writing or orally.

- 5.2 Nondisclosure of Confidential Information of the Agency. Consultant will not, during or subsequent to the term of this Agreement, use the Agency's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Agency or disclose the Agency's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Agency. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (a) is known to Consultant at the time of disclosure to Consultant by the Agency as evidenced by written records of Consultant; (b) has become publicly known and made generally available through no wrongful act of Consultant; or (c) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

- 5.3 No Improper Use or Disclosure of Proprietary Information of Others. Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence, and that Consultant will not bring onto the premises of the Agency any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Consultant will indemnify the Agency and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Agency's use of the work product of Consultant under this Agreement.

- 5.4 Protection of Proprietary Information of Third Parties. Consultant recognizes that the Agency has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Agency's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes the Agency and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as expressly approved in advance and in writing by the Agency.

- 5.5 Return of Confidential Information. Upon the termination of this Agreement, or upon Agency's earlier request, Consultant will deliver to the Agency all of the Agency's property and all copies of Confidential Information in any form, format or media that Consultant may have in Consultant's possession or control.

6. INDEPENDENT CONTRACTOR

- 6.1 Consultant as Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the

Agency, but Consultant shall perform the Services as an independent contractor. In the performance of all Services, Consultant shall comply with all applicable laws and regulations. Consultant acknowledges that Consultant has complied with all applicable business licensing requirements. Consultant maintains books and records reasonably required in the business engaged in by Consultant. Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all employment and other taxes thereon.

- 6.2 No Employee Benefits. Since Consultant is not an employee of the Agency, it is understood that Consultant is not entitled to any employee benefits from the Agency during the term of this Agreement.
- 6.3 Compliance With Section 6. Upon request by the Agency, Consultant shall provide evidence satisfactory to the Agency of its compliance with the provisions of this Section 6.

7. CONFLICTING OBLIGATIONS

- 7.1 No Other Relationships. Consultant certifies that (a) other than the compensation specifically provided in this Agreement, he has received no gift, gratuity or other remuneration to induce him to enter into this Agreement or to influence the terms of this Agreement; (b) he has no business, personal or family relationship with any employee of the Agency; and (c) he has provided no gift, gratuity or other remuneration to any employee, officer, director or agent of the Agency to induce the Agency to enter into this Agreement or to influence the terms of this Agreement.
- 7.2 Conflicts of Interest. Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof. Consultant further certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement.
- 7.3 Exclusivity. In view of Consultant's access to the Agency's trade secrets and proprietary know-how, Consultant further agrees that Consultant will not, without Agency's prior written consent, provide identical or substantially similar services as those provided under this Agreement for any third party who may be reasonably deemed to be a Competitor of the Agency during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement.

8. REPORTS

Consultant agrees that Consultant will, during the term of this Agreement keep the Agency advised as to Consultant's progress in performing the Services hereunder weekly, and that Consultant will, if and as requested by the Agency, prepare written or oral reports with respect thereto.

9. ASSIGNMENT

Consultant may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any third party without the prior written consent of the Agency, and any such attempted assignment or subcontracting without consent shall be void.

10. INDEMNIFICATION

Consultant will exonerate, indemnify and hold harmless the Agency, its officers, agents and employees from and against any and all liabilities, losses, judgments, costs, damages, claims, demands or expenses of every kind on account of any injuries (including death) to Consultant, to any agent, employee or associate of Consultant's, to Consultant's property or to any third party or its physical or intellectual property arising out of or resulting in any manner from or occurring in connection with Consultant's performance of, or failure to perform, the Services hereunder except

to the extent caused by the sole negligence or willful misconduct of the Agency.

The Agency shall indemnify, defend and hold Consultant and its employees, consultants, agents, representatives, officers and directors harmless with respect to any loss, liability or damage, including reasonable attorneys' fees and costs incurred by Consultant or the aforementioned indemnities, which arise from third party claims related to work performed under this contract.

11. LIMITATION OF DAMAGES

Except for any breach of the non-disclosure obligations of Section 5, neither party will be liable to the other party for any indirect, incidental or consequential damages of any type, including lost profits, third party claims, or lost data, arising out of, or in connection with, this Agreement or the Services, even if a party has been advised by the other party of the possibility of such damages and even if a party asserts or establishes a failure of essential purpose of any limited remedy provided herein. Further, under no circumstances shall Agency or Consultant be or become liable to the other party for any amount in excess of the consideration payable by the Agency and received by Consultant for Services rendered under this Agreement and any applicable work assignments.

12. ARBITRATION AND EQUITABLE RELIEF

12.1 Arbitration. The Agency and Consultant agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held at a mutually agreeable location, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Agency and Consultant shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses.

13. GENERAL PROVISIONS

13.1 Governing Law. This Agreement has been negotiated, executed and delivered by E-MAIL exchanges. The parties agree that all questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of Texas.

13.2 Entire Agreement. This Agreement and the Schedules and exhibits hereto constitute the entire contract of the parties and supersede any prior agreements between the parties relating to the subject matter of this Agreement. Consultant represents that in entering into this Agreement, Consultant has not relied on any previous oral or implied representations, inducements or understanding of any kind or nature whatsoever.

13.3 Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions hereto.

13.4 Severability. If any provision, paragraph, subparagraph or clause, or any part thereof shall be found invalid or unenforceable under any applicable law or regulation, such provision, paragraph, subparagraph or clause, or part thereof shall be deemed inoperative and shall not affect the remainder of the Agreement and the Agreement shall be construed as if such invalid portion had never been included.

13.5 No Waiver. No waiver of breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the other party

13.6 Construction. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or

drafting hereof by reason of ambiguity in language, rules of construction against the drafting party or similar doctrine. Each party has entered into this Agreement in reliance only upon its own judgment.


- 13.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties shall follow such delivery by prompt delivery of originals of such pages).
- 13.8 Compliance with laws unique to Government contracts. The Consultant agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistle blower protections; 49 U.S.C. 40118, Fly American, and 41 U.S.C. relating to procurement integrity.

The parties hereto have executed this Agreement to be effective as of the day and year first written above.

TEM Consulting, LP
STEPHEN BERGER

[Redacted]
Texas
USA

Telephone: [Redacted]
FAX: 512-869-8709

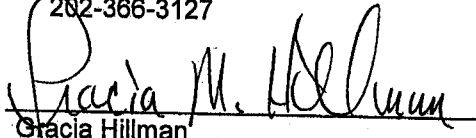
By: 
Stephen Berger
President of the General Partner
TEM Consulting

Date: 22 June, 2005

United States Election Assistance Commission

1225 New York Avenue N.W., Suite – 1100
Washington, DC 20005
USA

Telephone: 202-566-3100
FAX: 202-366-3127

By: 
Gracia Hillman
Chair
U.S. Election Assistance Commission

Date: 16 June, 2005

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

SCHEDULE A
PROFESSIONAL SERVICE INVOICE FORM

Invoice

TEM Consulting
Attn: Stephen Berger

[REDACTED]
[REDACTED] Tx.

Phone: [REDACTED]
(512) 869-8709 (FAX)
E-Mail: stephen.berger@iecc.org

INVOICE NUMBER:	1001
INVOICE DATE:	June 1, 2005
CUSTOMER	PO XXXX
REFERENCE:	

CLIENT:
United States Election Assistance Commission

1225 New York Avenue N.W., Suite - 1100
Washington, DC 20005

Telephone: 202-566-3100
FAX: 202-366-3127

DATE	HOURS	SERVICE	RATE	AMOUNT

TOTAL \$

MAKE ALL CHECKS PAYABLE TO:

TEM Consulting, LP.

SCHEDULE B
WORK ASSIGNMENT NO. _____
Under Consulting Agreement Dated _____, 200_
Between the EAC and TEM Consulting, LP

DESCRIPTION OF SERVICES	COMPENSATION (Not to exceed)
Contact Person:	

This Work Assignment is entered into subject to and is controlled by all terms and conditions of the Consulting Agreement entered into between the parties and dated effective as of _____, 200_.

TEM Consulting
STEPHEN BERGER

United States Election Assistance Commission

_____, Texas
USA

1225 New York Avenue N.W., Suite – 1100
Washington, DC 20005
USA

Telephone: _____
FAX: 512-869-8709

Telephone: 202-566-3100
FAX: 202-366-3127

By: _____
Stephen Berger
President of the General Partner
TEM Consulting

By: _____

Date: _____, 200_

Date: _____, 200_

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

SCHEDULE C
WORK ASSIGNMENT NO 1
Under Consulting Agreement Dated June 1, 2005
Between the EAC and TEM Consulting, LP

DESCRIPTION OF SERVICES	COMPENSATION (Not to exceed)
<p>Assist in preparing material and procedures for the EAC's voting system certification system. See attached Statement of Work.</p> <p>Period of performance: June 6 to July 22, 2005.</p> <p>Total Time and Materials on this work assignment not to exceed: \$25,000.00</p>	<p>Consultant will receive \$135 per hour as compensation for services provided</p> <p>Travel, conference call and other expenses will be invoiced separately</p> <p>Each invoice will be marked with the date of the Consulting Agreement and Work Assignment number.</p>
<p>Contact Person(s): Brian Hancock Phone: (202) 566-3122 Fax: (202) 566-3127 E-mail: BHancock@eac.gov</p>	

This Work Assignment is entered into subject to and is controlled by all terms and conditions of the Consulting Agreement entered into between the parties and dated effective as of June 1, 2005.

TEM Consulting, LP
STEPHEN BERGER

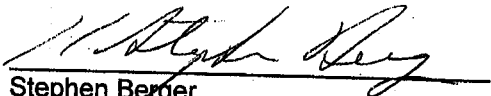
United States Election Assistance Commission

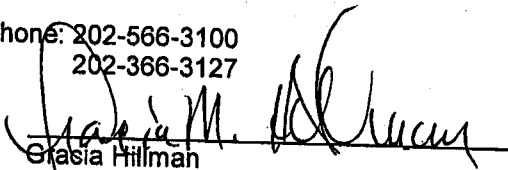
[Redacted] Texas
USA

1225 New York Avenue N.W., Suite - 1100
Washington, DC 20005
USA

Telephone: [Redacted]
FAX: 512-869-8709

Telephone: 202-566-3100
FAX: 202-366-3127

By: 
Stephen Berger
President of the General Partner
TEM Consulting

By: 
Gracia Hillman
Chair
U.S. Election Assistance Commission

Date: 22 June, 2005

Date: 16 June, 2005

One Original Signed to Authorized Representative of the Agency and One Copy to Consultant

H. STEPHEN BERGER

██████████, TX ██████████

stephen.berger@ieee.org

PROFILE

Professional project manager with specialization in:

- ◆ Government and Industry Relations,
- ◆ Advanced technology business planning,
- ◆ Product development and design,
- ◆ Standards development and regulatory management.

25 years of product development and technology planning experience:

- ◆ President of the National Association of Radio and Telecommunications Engineers (NARTE).
- ◆ Former member of the IEEE Standard Board.
- ◆ Chair of the IEEE EMC Society Standards Development Committee.
- ◆ IEEE representative to US Election Assistance Commission Technical Guidelines Committee and chair of IEEE Standards Coordinating Committee 38, voting equipment standards.

Project management experience in Telecommunications, Information Technology and Instrumentation Industries, with strong record, in the areas of EMC (Electromagnetic Compatibility), RF safety and Disability Issues.

SELECTED ACCOMPLISHMENTS

GOVERNMENT AND INDUSTRY RELATIONS

- President of the National Association of Radio and Telecommunications Engineers (NARTE).
- Founded the IEEE Standards Coordinating Committee for voting equipment standards. Representative of the IEEE to both the federal EAC and ex officio member of NASED (National Association of State Election Directors) Voting System Standards Board.
- Member of 2 US Access Board Federal Advisory Committee:
 - Telecommunications Access Advisory Committee (TAAC) and co-chair of the compliance sub-committee (1996-1997)
 - Electronic Information Technology Access Advisory Committee (1998-1999)
- Invited presenter on disability access at EU Ministerial Conference, April 2000 in Lisbon, Portugal

EMC AND ENVIRONMENTAL TESTING AND REGULATORY COMPLIANCE

- Improved test department efficiency by 500%, with no increase in personnel.
- Invented the EHR GTEM, patented, gained FCC approval and implemented its use.

- Increased total revenues by 15% at EMCO because of antenna and instrumentation designs
- Member of key standards committees for EMC, RF Health, Accessibility and related areas.

PUBLICATIONS

Numerous professional papers and articles (List of publications available upon request)

PROFESSIONAL AWARDS

- SHHH (Self Help for Hard of Hearing People) Friend of People with Hearing Loss 2001 award.
- Certificate of Appreciation for RESNA for contributions to the field of rehabilitation engineering, 1997.
- IEEE Standards Medallion, August 1993.
- Commendation for contributions to IEEE EMC Society's Standards Efforts, 1988 & 1994.

PATENTS

Patents granted or pending

- 6,744,750: Replicating and Recombinant Networking Systems and Methods for Wireless Networks
- 6,684,063: Integrated Hearing Aid for Telecommunications Devices
- 6,380,896: Circular polarization antenna for wireless communication system
- 6,225,917: Electromagnetic Field Probe Having a Non-Electrical Transmission Modality
- 5,754,054: Apparatus and Method for Determining the Source and Strength of EM Emissions
- 5,589,773: System and Method for Making Electromagnetic Measurements Using a Tilttable Transverse Electromagnetic Cell and a Fixed Tilt Sample Holder
- EP00805562A3: Radio-Frequency Hearing Aid Protector for Wireless Communications Products

PROFESSIONAL BACKGROUND

TEM CONSULTING, LP President of the General Partner	2000-Present
SIEMENS INFORMATION AND COMMUNICATIONS MOBILE Project Manager, Standards & Regulations Senior Engineer, Wireless Terminals Compliance Technical Lead, Hardware Design Assurance	1990-2000 1999-2000 1996-1999 1990-1996
THOMAS-CONRAD CORP. Senior Engineer, Digital Design	1988-1990
THE ELECTRO-MECHANICS COMPANY Director for Field Sensing Products	1985-1988
DATAPPOINT CORP.	1980-1985

Engineer, EMC and environmental compliance testing

EDUCATION:

BS, Physics

University of Wisconsin, Madison, WI.

Donald N. Heirman
Don HEIRMAN Consultants

██████████
██████████ NJ ██████████ USA

Phone: ██████████

FAX: +1 732-530-5695

Email: d.heirman@ieee.org

Web site: <http://www.DonHEIRMAN.com>

Donald Heirman is president of Don HEIRMAN Consultants, training, standards, and educational electromagnetic compatibility (EMC) consultation corporation founded in 1997. His work includes consulting with a wide range of private and governmental bodies on EMC matters including implementation of state of the art EMC test facilities and evolving standardization, laboratory competency, and measurement aspects of human exposure to radio frequency energy. He provides workshops and tutorials on many of these topics both in the United States and in Europe.

Previously he was with Bell Laboratories for over 30 years in many EMC roles including Manager of Lucent Technologies (Bell Labs) Global Product Compliance Laboratory, which he founded, and where he was in charge of the corporation's major product safety, telecommunications, and EMC regulatory test facility and its participation in ANSI accredited standards committee and international EMC standardization. The laboratory was one of the first EMC testing labs accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) on a wide range of telecommunication products.

He chairs, or is a principal technical expert contributor to, US and international EMC standards organizations including ANSI ASC C63 (committee vice chairman and chairman of its Subcommittee 1 which is responsible for most of the C63 standards on EMC testing, calibration and instrumentation specifications and techniques) and the International Electrotechnical Commission's (IEC) Special International Committee on Radio Interference (CISPR) where he is a member of the CISPR steering committee and chairman of its Subcommittee A (Radio Interference Measurements and Statistical Techniques). Subcommittee A is responsible for CISPR Publication 16 which is the basic set of standards used worldwide for performing radio interference measurements to meet associated national regulatory requirements. He is a member of the IEC's Advisory Committee on EMC (ACEC) and the Technical Management Committee (TMC) of the US National Committee (USNC) of the IEC. In the TMC, he is Group Manager for electromagnetics which is responsible for ensuring appropriate US participation in the IEC on EMC matters and chairs its Coordinating Committee on EMC which helps formulate US EMC positions among the many USNC technical advisory committees (TAGs) with EMC aspects. He is also an active member of the USNC TAGs for CISPR Subcommittee A and Subcommittee I (EMC of Information Technology Equipment, multimedia equipment and receivers).

Mr. Heirman is past president and now member of the Board of Directors (managing business development) of the National Cooperation for Laboratory Accreditation (NACLA) which recognizes the competency of testing and calibration accreditation bodies in the US via the adherence of these accrediting bodies to ISO guides for competency of accrediting bodies and

Daniel D. Hoolihan is currently President of Hoolihan EMC Consulting,
████████████████████, Minnesota, ██████████.

Hoolihan has been consulting in EMC Engineering since January of 2000. He specializes in EMC-Laboratory evaluations, EMC standards, and EMC Education. He is a consultant to the United States Department of Commerce National Institute of Standards and Technology (NIST) in the area of Telecom Certification Body (TCB) and Conformity Assessment Body (CAB) evaluations. He is also an assessor for the NIST National Voluntary Laboratory Accreditation Program (NVLAP).

Previous to consulting, he worked as Vice-President of Minnesota Operations for TUV Product Service from 1994 to 2000. From 1984 to 1994, he was the Co-Founder and Chief Operating Officer of AMADOR Corporation; a small business specializing in EMC testing of electronic products ranging in size from pacemakers to supercomputers. His first employment out of graduate school (in 1969) was with Control Data Corporation in their internal EMC lab.

Hoolihan has been on the Board of Directors of the EMC Society of the IEEE since 1987. He is the past-president of the EMCS (1998-1999) and has held many positions with the EMCS board in his years of service. He most recently served as the Chair of the 2002 IEEE International Symposium on EMC which was held in Minneapolis in August of 2002. He helped found the EMC chapter of the Twin Cities Section in 1985 and has been active in the local chapter since that time.

He has been actively involved with ANSI-Accredited Standards Committee on EMC since 1985. He is presently on the Steering Committee of C63 as well as chairing Subcommittee 6 (SC-6 - Lab Accreditation) and SC-8 (EMC and Medical Devices).

He is also an active member of the United States Technical Advisory Group on CISPR B; Industrial, Scientific and Medical Equipment.

His formal education includes a Bachelors Degree in Physics from Saint John's University (Minnesota), a Masters Degree in Physics from Louisiana State University (Baton Rouge), and a Masters in Business Administration from the University of Minnesota (Minneapolis).

Daniel D. Hoolihan

████████████████████
FAX 651-213-0977

Cell Phone ██████████