



Department of Accounting and General Services
Office of Elections

Release Date: July 19, 2019

Request for Proposals
No. RFP-19-001-SW
Sealed Offers for a
**Voting and Vote Counting System and
Ancillary Services**

will be received up to and opened at 4:00 P.M., HST on
October 11, 2019

at the Office of Elections 802 Lehua Avenue, Pearl City Hawaii, 96782. Direct questions relating to this solicitation to Ms. Aulii Tenn, Procurement Officer at (808) 453-VOTE (8683), fax (808) 453-6006, or email aulii.c.tenn@hawaii.gov.

AULII TENN

Procurement Officer

Name of Company

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Section 1: Overview

The State of Hawaii, Office of Elections is issuing this Request for Proposal (RFP) to lease a voting and vote counting system and procure ancillary services to conduct all primary, general, and special elections in the State of Hawaii in a secure, accessible, and convenient manner for all citizens and in accordance with federal, state, and local laws.

1.1 Goals and Objectives

The goals and objectives of this RFP are to acquire an integrated voting and vote counting system and ancillary services that:

- Preserve the integrity of the electoral process including the reliability, accuracy, and security of the ballot and equipment.
- Provide accessibility and ease of use for all voters.
- Provide timely service to voters voting at home, who receive their ballot by mail, through the use of a mailing house service.
- Ensure votes are counted, tabulated, and disseminated in an accurate and timely manner.
- Provide a method to maintain, verify, and audit ballot types and voting positions.
- Ensure secrecy of voting and preserve choice of political preference.
- Allow for the efficient and economical operation and administration of the system.
- Enable flexibility to address changes in voter registration, statutes, funding, and equipment.
- Meet the scope of work and associated specifications and requirements of this RFP.
- Ensure compliance with any federal or state law relating to elections.
- Otherwise facilitates the voting process.
- Costs not more than \$3,000,000 per election cycle.

1.2 Terms and Acronyms

AG GC is Attorney General's General Conditions (AGS-008) (Revised 12/20/2017).

BAFO means the Offeror's Best and Final Offer following the Initial Evaluation and On-Site Demonstration.

Ballot Counter means a device used to count voted ballots for in-person voting at a voter service center. For the purposes of this RFP, a ballot counter shall represent use of a paper ballot and marksense technology.

Bidder means any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.

Central Counter means the device used to scan and count voted ballots at the counting center. For the purposes of this RFP, a ballot counter shall represent use of a paper ballot and marksense technology.

Contractor is the Offeror which is named in the Notice of Award.

CPO is the Chief Procurement Officer.

DAGS is the Department of Accounting and General Services in the State of Hawaii. The Office of Elections is attached to DAGS.

GET is the general excise tax.

GP are General Provisions.

HAR are Hawaii Administrative Rules.

HRS are Hawaii Revised Statutes.

IFB are invitations for bids.

Offeror is a qualified entity that submits a proposal in response to the RFP.

OE is the State of Hawaii, Office of Elections.

Procurement Officer is the contracting officer for the Office of Elections. For purposes of this RFP, Ms. Aulii Tenn will serve as the Procurement Officer. Any inquiries or submissions should reference the RFP number and be direct to Ms. Tenn by mail to 802 Lehua Avenue, Pearl City, Hawaii, 96782; by fax to (808) 453-6006; and/or by email to aulii.c.tenn@hawaii.gov.

RFP is request for proposals. The purpose of this RFP is to lease a voting and vote counting system and procure ancillary services including support, operation, maintenance, and storage of the voting and vote counting system.

SPO is the State Procurement Office for Hawaii located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii, 96813; P.O. Box 119, Honolulu, Hawaii, 96810-0119.

State represents all agencies responsible for the administration of elections in Hawaii including the Office of Elections and the Offices of the County Clerks for the County of Hawaii, County of Maui, County of Kauai, and City and County of Honolulu.

Vote Recorders means a voting system whereby cast vote records are captured electronically directly from voters into a voting device. For the purposes of this RFP, a vote record shall represent direct recording electronic (DRE) technology.

1.3 Term of Contract

The State will contract with one Offeror. The term of the contract shall be from the date stated on the Notice to Proceed up to and including December 31, 2026.

The State and Contractor may extend the term of the contract for up to three additional 24-month periods or any portion thereof without the necessity of resoliciting if it is mutually agreed upon in writing.

The contract is subject to the availability of funds after the first State fiscal year. As such, the contract will be cancelled if funds are not available to support the contract performance in any subsequent fiscal year. This, however, does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

1.4 Cancellation

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever that an Offeror may incur in the event this RFP is cancelled or proposal is rejected.

1.5 Schedule and Significant Dates

The dates below represent the State's current projected timeline of events. If a component of this schedule is delayed, the rest of the schedule may be amended, and notice will be provided.

By submitting a proposal, each Offeror 1) agrees to complete its performance in compliance with the dates set forth unless the State expressly agrees to modify any or all dates; and 2) represents and warrants to the State that such Offeror can comply with the requirements of the RFP.

Date	Event
July 19, 2019	Release date of RFP
July 30, 2019, 4:30 P.M., HST	Deadline for questions for the pre-proposal conference
August 13, 2019, 10:00 A.M., HST	Pre-proposal conference
September 4, 2019, 4:30 P.M., HST	Deadline for written questions
September 12, 2019	Issue addendum for responses to questions
October 11, 2019, 4:00 P.M., HST	Proposals due and opened
October 14 to 18, 2019	Proposal evaluation
November 4 to 8, 2019	Demonstrations and/or discussions, if necessary
November 21, 2019	Best and final offer due, if any
December 6, 2019	Notice of Award

1.6 Pre-Proposal Conference

A pre-proposal teleconference for this solicitation will be conducted on August 13, 2019 at 10:00 A.M., HST. The purpose of this teleconference is to provide Offerors an opportunity to hear the Office of Elections' expectations and to ask any questions about this RFP. The pre-proposal teleconference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP. To participate in the pre-proposal teleconference, names of the Offeror's representative(s) and contact information of the individuals planning to attend should be submitted in writing to the Procurement Officer by July 30, 2019, 4:30 P.M., HST.

Questions must be submitted in writing to the Procurement Officer by July 30, 2019, 4:30 P.M., HST. At the pre-proposal teleconference, Offerors will have the opportunity to ask additional questions related to the RFP. Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. Any verbal response by the State to questions from Offerors will not be binding unless it is provided in writing and issued collectively as an addendum to the RFP.

1.7 Written Questions

Written questions regarding this RFP must be submitted in writing to the Procurement Officer by September 4, 2019, 4:30 P.M., HST. Written questions should include any exceptions the Offeror may have to the terms, conditions, specifications, or other requirements listed herein.

No oral questions by telephone or other similar communication about the content and substance of the RFP will be recognized or answered.

Offerors are encouraged to use written questions to seek any changes to the RFP rather than waiting until the submission of the Offeror's proposal. An exception requested in the actual proposal which is not granted may result in rejection of the proposal as non-responsive. As such, requests for changes to the RFP, such as qualification testing, scope of work, in regard to the Attorney General's General Conditions (AG GC), and other matters; to the greatest extent possible should be made while written questions are accepted to avoid the possibility of submitting a proposal which could, among other things, be considered non-responsive if the exceptions are not granted.

The Offeror has the duty to identify and address any requirements, features, or services that such Offeror knows and/or reasonably believes are necessary or advisable, in addition to, or in lieu of, those specifically identified in this RFP, to make the Offeror's system functional, reasonable, and interactive for the voters in the State of Hawaii during the period to submit written questions. The State will then consider the written questions and determine whether to issue an addendum, or addenda, to this RFP.

All written questions received by the deadline will be sent a written response that will be mailed, faxed, or emailed to each Offeror who has registered for the RFP. Any response that impacts the terms and conditions of the RFP shall be issued as an addendum to the RFP and become, thereby, incorporated in and made part of this RFP.

Section 2: Background and Scope of Work

This Section, in addition to providing the scope of work, provides information about the conduct and administration of elections in the State of Hawaii to assist the Offeror in developing their proposal. The State of Hawaii is transitioning to elections by mail beginning with the 2020 Elections. The law provides for a ballot to be automatically sent to all active registered voters; establishes voter service centers for in-person voting; and allows counting of ballots 10 days prior to the election.

2.1 Scope of Work

Any proposed voting and vote counting system and ancillary services shall be in accordance with this RFP, including its appendices, attachments, and any addenda. To meet the specifications and requirements of this RFP, the proposed voting and vote counting system and ancillary services provided by the Offeror must be capable of serving the citizens of the State of Hawaii, and facilitate voting by mail and in-person voting at voter service centers. The proposed system must include:

- Sufficient ballots, voting equipment, and ancillary services for each voter service center and counting center.
- Secure data transmission of vote data from each neighbor island counting center to the statewide counting center in Honolulu for tabulation.
- Ancillary services including but not limited to election programming; ballot printing and mailing; voting equipment maintenance, operation, testing, training, troubleshooting, and storage; and accumulation, transmission, and production of result and election reports, as well as all consumables in sufficient quantities to support the final configuration of the system during the term of the contract.
- Upgrades, patches, and modifications developed by the Offeror to improve the system during the term of the contract.
- Ability to expand or reduce equipment and services to meet the State's evolving needs such as increasing or decreasing voter registration or voter service centers.

The scope of work and specifications and requirements of this RFP are based on current laws and administrative practices by the State. The State anticipates that its current requirements and expectations may be amended by modifications, adjustments, or additions developed as the procurement process progresses and as federal and state laws may be enacted.

In general, the proposed voting and vote counting system must be integrated and provide for a single capture of candidates, contests, and related data to print ballots, program the voting equipment, and produce result reports and election reports. As such, Offerors' proposals shall address the type and quantity of voting equipment to be provided at each voter service center and each counting center, and technology to tabulate, compile, and produce result reports and election reports pursuant to all federal and state laws.

All voting equipment shall be certified by the U.S. Election Assistance Commission (EAC) to meet the 2002 federal voting system standards, or any subsequent iteration of the federal voting system standards, referred to as the Voluntary Voting System Guidelines (VVSG). If the system has been modified from the original system that was tested, the Evaluation Committee will have the final authority to accept the modification or to determine that the Offeror has not met the certification requirement.

While this RFP refers to terms like *marksense* for ballots counters and central counters and *DRE* for voter recorders, it should not be interpreted as an expression to limit the type of system that is acceptable for this RFP.

2.2 Voting in Hawaii

The State of Hawaii is an archipelago extending approximately 1,500 miles and comprising eight major islands – Hawaii, Maui, Molokai, Lanai, Kahoolawe, Kauai, Niihau, and Oahu. For election purposes, there are four Counties within the State: County of Hawaii is the island of Hawaii; County of Maui includes the islands of Maui, Molokai, Lanai, and Kahoolawe; County of Kauai includes the islands of Kauai and Niihau; and City and County of Honolulu is the island of Oahu.* The general population for each County in 2018 was reported as follows:

County of Hawaii.....	200,381
County of Maui.....	166,348
County of Kauai	72,159
City and County of Honolulu	988,650
State of Hawaii.....	1,427,538

The mission of the Office of Elections is to provide secure, accessible, and convenient election services to all citizens statewide. The goals and objectives of the office are to 1) conduct efficient and honest elections; 2) encourage participation in the electoral process; 3) protect voter rights (the franchise); and 4) promote elections.

* For election purposes, the County of Kalawao on the island of Molokai is assigned to the County of Maui.

The Office of Elections is responsible for candidate filing, printing and counting of ballots, and maximizing voter registration. We work collaboratively and collegiately with the four County Elections Divisions which are responsible for voter registration, mailing and receipt of ballots, places of deposit, and voter service centers. Since the Office of Elections is located and operates on the island of Oahu, the neighbor island Counties of Hawaii, Maui, and Kauai support their respective counting center.

2.3 Election Laws

Any voting and vote counting system and ancillary services used in the State of Hawaii must meet federal and state requirements such as the Voting Rights Act of 1965, National Voter Registration Act of 1993, Help America Vote Act of 2003, Voluntary Voting System Guidelines, Hawaii Revised Statutes (HRS), and Hawaii Administrative Rules (HAR). Currently, the State is required to provide ballots and voter materials in Chinese and Filipino as determined by the U.S. Census pursuant to the Voting Rights Act. Additionally, ballots and voting materials must be capable of providing Hawaiian as it is an official language of the State. To review the statutes and rules governing elections, visit <https://elections.hawaii.gov/resources/election-laws/>.

Hawaii Revised Statutes (HRS)

- Chapter 10: Office of Hawaiian Affairs
- Chapter 11: Elections, Generally
- Chapter 12: Primary Elections
- Chapter 13: Board of Education
- Chapter 13D: Board of Trustees, Office of Hawaiian Affairs
- Chapter 14: Presidential Elections
- Chapter 14D: Agreement among the states to elect the president by national popular vote
- Chapter 15: Absentee Voting
- Chapter 16: Voting Systems
- Chapter 17: Vacancies
- Chapter 19: Election Offense
- Chapter 25: Reapportionment
- Chapter 50: Charter Commissions

Hawaii Administrative Rules (HAR)

- Chapter 3-170: Election Commission
- Chapters 3-171 through 3-176: Office of Elections

- Chapter 3-177: Office of Elections (Pending the applicable hearing process prior to the 2020 Elections, in conjunction with the possible repeal of Chapters 3-171 through 3-176)

2.4 Election Schedule

In the State of Hawaii, elections for federal, state, and county offices are scheduled in even-numbered years. The primary election is conducted on the second Saturday of August, and the general election is on the first Tuesday after the first Monday in November. Special elections may be scheduled for certain vacancies that cannot be held in conjunction with a primary election or general election.

Primary Election

The State conducts a single-party primary election at which nonpartisan candidates and candidates affiliated with a qualified political party are nominated for election at the subsequent general election. Voters do not indicate their political preference before receiving their ballot pursuant to HRS §12-3. As such, our ballot has a contest for a voter to select a political party or nonpartisan and vote for candidates within that political preference only. Each voter shall be issued one (or more) primary election ballot card containing the different party and nonpartisan ballots. Voters are entitled to select one party or nonpartisan ballot on which to vote. Only votes for the candidates of the selected political preference are counted.

To qualify, a political party may petition to field candidates for an upcoming election with the Office of Elections. In the 2018, six political preferences appeared on the Primary Election ballot - five political parties qualified to field candidates and nonpartisan. Each qualified political preference is listed on the primary election ballot regardless of fielding candidates for office. The order the political preferences appear on the ballot is determined by lot. Within each political preference, candidates are listed alphabetically by last name.

Note: The State may be interested in randomizing the order in which candidates are listed on the ballot. Randomization may be required by district, precinct, and/or contest on the ballot.

Additionally, special nonpartisan contests may appear on the primary election ballot for the Office of Hawaiian Affairs and County offices (e.g., mayor, prosecuting attorney, councilmember). Voters are entitled to vote for these special nonpartisan contest regardless of the political preference selected.

Candidates obtain and file a nomination paper to appear on the ballot. Since 2012, an average of 324 candidates for each election have filed a nomination paper to run for office. Hawaii does not have provisions for write-in voting and does not conduct a presidential primary.

General Election

The general election ballot includes candidates nominated at the primary election, as well as ballot questions and presidential candidates.

2022 Contest Schedule

Federal

U.S. Senate	1 Seat
U.S. House of Representatives	2 Seats

State

Governor	1 Seat
Lieutenant Governor	1 Seat
State Senate	25 Seats
State House of Representatives	51 Seats
Office of Hawaiian Affairs Trustee	5 Seats

County of Hawaii

Councilmember	9 Seats
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County of Maui

Mayor	1 Seat
Councilmember	9 Seats

County of Kauai

Mayor	1 Seat
Councilmember	7 Seats

City & County of Honolulu

Councilmember	4 Seats
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2022 Election Calendar

The following is a projected calendar for the 2022 Elections.

Tuesday, February 1	Candidate filing opens
Tuesday, June 7	Candidate filing closes
Wednesday, June 8	Deadline for a candidate to withdraw from the Primary Election for any reason
Tuesday, June 14	Deadline to file written objections to a candidate's nomination paper for the Primary Election

Friday, June 24	Deadline for a candidate to withdraw from the Primary Election for reasons of ill health
Wednesday, June 29	Deadline to mail Primary Election ballots to overseas voters
Thursday, July 14	Last day to register to vote for the Primary Election
Monday, August 1	Open voter service centers and late registration for the Primary Election
Wednesday, August 3	Begin counting of ballots in the presence of Official Observers
Saturday, August 6	Last day to request an absentee mail ballot for the Primary Election
Saturday, August 13	PRIMARY ELECTION
Thursday, August 25	Deadline to submit Constitutional Amendment questions, County Charter Amendment questions, and County Initiative questions to the Office of Elections
Friday, August 26	Deadline to file a contest for cause in the Primary Election with the Hawaii State Supreme Court
Monday, September 19	Deadline for a candidate to withdraw from the General Election for reasons of ill health
Friday, September 23	Deadline to mail General Election ballots to overseas voters
Tuesday, October 11	Last day to register to vote for the General Election
Tuesday, October 25	Open voter service centers and late registration for the General Election
Saturday, October 29	Begin counting of ballots in the presence of Official Observers
Tuesday, November 1	Last day to request an absentee mail ballot for the General Election
Tuesday, November 8	GENERAL ELECTION
Monday, November 28	Deadline to file a contest for cause in the General Election with the Hawaii State Supreme Court

2.5 Registration and Ways to Vote

Voter registration from 2010 to 2018 general elections:

	2010	2012	2014	2016	2018
Hawaii	101,009	104,323	105,138	113,083	115,406
Maui	85,223	86,053	87,327	93,912	96,721
Kauai	40,129	40,738	41,869	44,332	44,461
<u>Honolulu</u>	<u>464,387</u>	<u>474,554</u>	<u>472,556</u>	<u>498,590</u>	<u>500,163</u>
State	690,748	705,668	706,890	749,917	756,751

In the 2018 Elections, there were 249 district/precincts (D/P) each representing a ballot type. Of those 249 D/P, there were 235 polling places established for voting on election day and 14 were designated vote-by-mail precincts pursuant to HRS §15-4(b) & (c).

Beginning with the 2020 Primary Election, voters in the State of Hawaii will be automatically sent a ballot to the mailing address associated with their registration. They may return their voted ballot by mail or in person at a place of deposit designated by their respective County Election Division. A voter may also choose to cast their ballot in person at a voter service center. Voter service centers are provided accessible voting equipment and historically, at least one location in each County has made a ballot counter for casting a paper ballot available. In the 2018 Elections, there were 10 early walk-in voting locations established in the Primary, and 9 early walk-in voting locations in the General.

	Primary	General
Hawaii	5	4
Maui	2	2
Kauai	1	1
<u>Honolulu</u>	<u>2</u>	<u>2</u>
State	10	9

Note: Pursuant to the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA), mail ballots must be sent to covered voters not later than 45 days prior to the election. All other mail ballots must arrive in households 18 days prior to the election.

Beginning with the 2018 Primary Election, the State procured an accessible electronic transmission ballot that was sent to voters via the statewide voter registration system. This system allows the voter to receive their ballot by email but does not require an internet connection to mark or return their ballot. The accessible electronic transmission ballot was available to all UOCAVA voters and voters who had spoiled or not received their mail ballot within 5 days of the election. Beginning with the 2020 Primary Election, voters with special needs may also request an accessible electronic transmission ballot as soon as ballot packets are made available 18 days prior to the election.

2.6 Counting Center Operations

The State establishes four counting centers, one in each County, to process and count ballots. Results are tabulated at the statewide counting center in Honolulu to compile, produce, and disseminate the result reports. Results may not be disseminated until the close of polls on election day.

In past elections, additional locations have been established to transmit vote data from remote locations on the west side of the island of Hawaii, east side of the island of Maui, and the islands of Molokai and Lanai to ensure the timely release of results.

Section 3: Proposal Requirements

Each Offeror's filed proposal shall be considered a complete plan satisfying the requirements of this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP to the extent such supplemental tasks are consistent with, but not different than, the specification for the system and are not inconsistent with the State's procurement and election laws.

The proposal shall describe in detail the Offeror's ability to meet the Goals and Objectives of this RFP. Additionally, only one proposal will be accepted from any Offeror. Multiple proposals or several alternatives as part of a single proposal will not be accepted.

3.1 Offeror's Authority to Submit a Proposal

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting a proposal.

3.2 Required Review

Before submitting a proposal, the Offeror has a duty and obligation to examine thoroughly the solicitation documents, such as this RFP, any attachments, addendum, and other relevant documents to ensure the Offeror understands the requirements of this RFP. The Offeror must also become familiar with federal, state, and local laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the Procurement Officer at the Office of Elections in writing prior to the deadline for written questions stated in the Schedule and Significant Dates on page 3 and as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which an award could not be made.

By submitting a proposal, each Offeror's proposal constitutes and is deemed its understanding of and acceptance and compliance with the requirements of this RFP and any addendum/addenda. An Offeror's proposal constitutes its certification and acceptance that the RFP documents are sufficient in scope and detail to convey and express all the terms and conditions of performance for the State's elections and agreement to be bound by all its terms and conditions.

3.3 Costs of Preparation

Any and all costs incurred by the Offeror in preparing and submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 Tax Liability

Work to be performed under this RFP is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The Offeror is advised that they are liable for the Hawaii General Excise Tax (GET). If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

The Offeror shall submit its current Federal I.D. number and Hawaii GET License I.D. number in the space provided on the attached **Offer Form OF-1**, thereby attesting that the Offeror is doing business in the State and that the Offeror will pay such taxes on all sales made to the State.

Offerors seeking information or assistance regarding the tax consequences of this solicitation may wish to contact their tax professional or the State of Hawaii Department of Taxation.

3.5 Confidential Information

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, the Offeror shall inform the Procurement Officer in writing and provide justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data the Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.

In determining any Offeror's confidentiality request, pursuant to Section 3-122-58, HAR, the Purchasing Officer or designee shall consult with the attorney general and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices under section 92F-42(12), HRS.

3.6 Exceptions

Should the Offeror take any exceptions to the terms, conditions, specifications, or other requirements listed in this RFP, the Offeror shall list such exceptions in the Offeror's proposal. The Offeror shall reference the section of the RFP where the exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to constitutional, statutory, or administrative rule requirements shall be considered. As such, no exceptions to the AG General Conditions (AG GC), Special Provisions, and other matters in the RFP, to the extent they are required to comply with legal requirements, shall be considered. Offerors are reminded that most AG GCs are based on either a statutory or administrative rule basis.

3.7 Proposal Objectives

The proposal shall describe in detail the Offeror's ability and availability of services to meet the Goals and Objectives of this RFP. One of the aims of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. See Proposal Format below.

When the Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks to Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

3.8 Proposal Forms

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.

Offer Form OF-1 is required to be completed using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on the form. Failure to do so may delay proper execution of the Contract. The Offeror's signature on **Offer Form OF-1** shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate the Offeror's intent to be bound.

Offer Form OF-2. Pricing shall be submitted on **Offer Form OF-2**. The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.9 Proposal Format

Proposals are to be organized in the following format using all titles, subtitles, and numbering, with tabs separating each part. Each part is to be addressed individually and pages are to be numbered consecutively. The proposal must also provide a table of contents listing the individual parts of the proposal and the corresponding page numbers.

Part 1: Executive Summary

The proposal must include a brief synopsis of the highlights of the proposal and overall benefits of the proposal to the State. This synopsis should not exceed three pages and should be easily understandable.

Part 2: Offeror Information

Cover Letter

Offerors must provide a letter, signed by the officer of the company, describing the following:

- Official name
- Organization structure (e.g., corporation, partnership, limited liability company)
- Jurisdiction where organized and the date of such organization
- Address of headquarters and any local office
- Federal tax identification number
- Name and contact information (e.g., email, mailing address, telephone, fax) for the person(s) who will serve as the contact(s) with the State, and authorized to make representations on behalf of, and can bind, the Offeror.
- Statement that the Offeror is in good standing in the State of Hawaii and has all the necessary licenses, permits, approvals, and authorizations necessary in order to perform all the obligations in connection with this RFP.
- Acknowledgement and agreement that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP and any addenda.

Subcontractors

Offerors must provide complete information for all subcontractors or development partners that will have a role or responsibility in providing any part or otherwise be involved in meeting the requirements of this RFP and addenda. Include the company name and location; scope of services to be performed; and the name and contact information (e.g., email, mailing address, telephone, fax) for reference information.

Offer Form OF-1

Offerors must complete, sign, and submit the **Offer Form OF-1** attached to this RFP using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs (DCCA), if applicable; the exact legal name of the Offeror shall be reflected in the appropriate spaces. Failure to do so may delay proper execution of the contract.

Evidence of Authority to Execute Proposal

Include evidence satisfactory to the State that the person(s) signing the proposal are authorized to execute the proposal on behalf of the Offeror (e.g., a corporation's copy of the board resolution authorizing such execution).

Wage Certificate

Offerors must complete, sign, and submit **Offer Form OF-2** attached to this RFP. At the time of this RFP, although there are no public employee positions listed in the classification plan of the public sector that are like those expected to be used in the performance of this project, the Offeror must sign and show compliance with Section No. 1 of the Wage Certificate.

Evidence of Insurance

Certificate of insurance evidencing Commercial General Liability Insurance (occurrence form) is to be completed and included with the proposal. Refer to **Insurance Requirements** provision in **Section 5: Special Provisions** of this RFP.

Part 3: Pricing

The cost to the State for the purposes of this RFP shall not exceed \$3,000,000 per election cycle. Any proposal that exceeds \$3,000,000 per election cycle shall be deemed nonresponsive and not considered.

The Offeror must complete and submit **Offer Form OF-2** of this RFP indicating the pricing, including any taxes, of their voting and vote counting system and ancillary services for three election cycles (2022, 2024, and 2026).

The Offeror shall provide a listing of the additional cost per unit of good or service, including taxes, above the minimum offered during the term of the contract.

Similarly, the Offeror must provide the cost savings per unit of goods or services, including taxes, for each hardware component, software component, and ancillary services for reduction of voter service centers during the term of the contract.

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in this RFP, the Offeror's price should not include provisions regarding tying the price to the consumer price index or similar measures. Such references would be inconsistent with a firm fixed price proposal and create difficulties in comparing prices.

Expansion and Reduction

Since the voting and vote counting system and ancillary services specified in this RFP shall be capable of additional expansion or reduction to meet any increase or decrease in voter registration or the administration of elections envisioned by the State during the term of the contract, all election administration and reporting software shall be capable of supporting such changes without modification.

Reasonableness of Price

The Offeror should articulate in writing why its proposed price is reasonable and acceptable. A non-exhaustive list of possible documentation would be the following: (1) prior price quotations or contract prices for similar services; (2) prices published in catalogues or price lists; and (3) prices available on the open market. Refer to **Appendix C: Price Elements**.

In explaining that the price is reasonable and acceptable, consideration should be given by the Offeror to any differing terms and conditions for contract prices, catalog prices, prices available on the market, or whatever appropriate documentation is provided by the Offeror. For example, in regard to the provision of prior contract prices, jurisdictions and contracts vary widely in what is required. As such, the Offeror may wish to explain what consideration should be given to any differing terms, conditions, or other factors between the prior contracts and the one sought by this solicitation.

In order to substantiate statements, Offerors may provide copies of actual prior contracts, proposals, solicitations (e.g., RFPs, IFBs, etc.), or other appropriate documentation. A failure to provide appropriate documentation may result in statements being discounted by the State.

The State reserves the right to contact any jurisdiction cited by the Offeror for additional information.

Offerors should familiarize themselves with the cost and pricing data requirements of Hawaii Administrative Rules (HAR) available through the State Procurement Office (SPO) at <http://spo.hawaii.gov/>. The attached certificate of cost or pricing data should be completed and submitted with any proposal. The certificate form is also available at <http://spo.hawaii.gov/all-forms/>.

Part 4: Documentation

The Offeror's proposal shall be accompanied by the following:

- A signed statement that the Offeror acknowledges and agrees to pay all costs related to the preparation of its proposal incurred by the Offeror to submit its proposal without any liability to the State.
- Complete specifications of all hardware, firmware, and software.
- All technical manuals and documentation related to the system.
- Complete instruction materials necessary for the operation of the equipment.
- A detailed description of the training to be provided to the users of the equipment.
- Operation manuals used in other jurisdictions.
- A technical description that establishes the system's secure data transmission capability.
- A copy of the report(s) from an independent testing authority accredited by the EAC verifying and confirming that the system conforms to the applicable federal voting system standards.
- A signed statement from the Offeror certifying whether there have been any modifications to the system that were tested and certified and is offered in its proposal, and if so, what the modifications were.
- A list of jurisdictions in which the Offeror's proposed system has been approved for use, the length of time that the system has been used in those jurisdictions, and the number of official complaints filed with any government entity arising from and concerning the use of such proposed system.

Part 5: Technical Proposal

The Offeror must provide a complete description of the proposed voting and vote counting system and ancillary services as it will be finally configured.

As it relates to the voting and vote counting system, the Offeror shall include whether the equipment is new or used. If used, the description shall include information regarding the age of the equipment and their previous use such as the jurisdiction and elections. Additionally, an explanation shall be provided explaining how the equipment will be maintained to ensure they function properly in compliance with the RFP.

As it relates to ancillary services, the Offeror must provide a complete description of the terms and conditions under which each type of ancillary services detailed in this RFP will be provided during the term of the contract, including response time. The description must include:

- A basis of estimates, exclusive of cost data, for ancillary services, which identifies each activity and scheduled state and completion dates.
- The number of the Offeror's and Office of Elections' personnel and hours required for each activity (e.g., on-site programming, training, preventative maintenance).
- The identification of all spare or replacement parts that are required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts will be available and provided to make repairs.
- A description of the manner of applying ancillary services to meet or exceed the requirements of the State.

Strengths and Weaknesses of the Voting and Vote Counting System

The Offeror shall provide a complete description of the unique features and strengths of the voting and vote counting system to meet the State's Goals and Objectives.

Similarly, the Offeror must provide a complete description of any disadvantages or limitations of the voting and vote counting system that the State should be aware of when evaluating the system.

Product Warranties

The Offeror must provide a complete description of all product warranties and a specific expression of the Offeror's warranty to the State to assure the voting and vote counting system's service to the State's voters.

Strengths and Weaknesses of the Ancillary Services

The Offeror shall provide a complete description of the unique features and strengths of their proposed ancillary services to best meet the needs of the State. Additionally, the Offeror shall provide a complete description of any disadvantages or limitations of their ancillary services the State should be aware of when evaluating the proposal.

Proposed Operations

The Offeror must provide a complete description of how the hardware and software components of the voting and vote counting system and the ancillary services will be integrated to service the State's voters and accomplish the Goals and Objectives of the RFP regarding:

- Administration
- Election programming
- Ballot proofing and production
- Mailing house services
- In-person voting equipment
- Central counters
- Vote tally functions and reporting
- Auditing
- Testing

Sample Ballot

The Offeror may provide sample paper ballots (marksense technology) and/or display screens (direct recording electronic technology) indicating the type of election.

Evidence of Qualification Testing

The Offeror must provide evidence that the voting and vote counting system has successfully completed the qualifications test requirements defined in the 2002 Voluntary Voting System Guidelines or any subsequent iteration of the federal voting system standards, referred to as the Voluntary Voting System Guidelines (VVSG). This must include a statement from the Independent Testing Authority that both the hardware components and software components are compliant. The Evaluation Committee, established for the purposes of this RFP, may accept alternative evidence if deemed appropriate. If the Offeror's proposed system requires components or features not previously tested by the Independent Testing Authority, the Evaluation Committee will determine, in its sole discretion, whether such components or features will be considered at all, and whether any qualification testing of such components or features will be required before the Notice of Award.

Part 6: Qualifications and Financial Stability of Offeror

The Offeror must provide a complete description of the capabilities of the Offeror to provide the requirements of this RFP. This description should not exceed five pages and should include a detailed summary of the Offeror's experience relative to voting systems similar to the proposed system. Offerors must have at least three years of relevant experience.

Financial Statements

The Offeror must provide copies of the Offeror's last two annual financial statements. In responding, the Offeror shall provide the highest level of reporting available for the company's financial statements (i.e., audited, reviewed, or compiled). The State may elect to require the vendor, after reviewing its financial statements, to use agreed upon procedures determined by the State, to determine the financial stability of the Offeror. The cost of any such procedures will be the sole responsibility of the Offeror.

Audited financial statements include the independent auditor's report on the auditor's letterhead, the financial statements (i.e., Balance Sheet, Income Statement, Statement of Cash Flows, etc.) and the related footnotes for which the auditor opined on.

Reviewed and compiled financial statements include the independent accountant's report on the accountant's letterhead, the financial statements (i.e., Balance Sheet, Income Statement, Statement of Cash Flows, etc.), and the related footnotes for which the independent accountant performed their review or compilation on.

To the extent a partnership, joint venture, or a combination of companies seeks to submit a joint proposal or similar proposal, each individual company is required to provide the last two annual financial statements as noted above.

Each Offeror must also certify that they will provide ongoing annual financial statements during the term of the contract.

References

The Offeror must provide complete reference information for public institutions or agencies for which the Offeror provides or has provided comparable systems or services. Each such reference must include the project name and location, the scope of services performed, and the name, address, telephone, and fax numbers of the contact person. Letters of reference may be included.

Key Personnel – Qualifications and Experience

The Offeror must provide a complete list of and resumes for all key personnel associated with their proposal. The information for each person listed as Key Personnel shall not exceed three pages per person. For each person listed, the following information shall be included:

- Mailing address, telephone number, and email address
- Relationship with the Offeror, including job title and years of employment
- Role in connection with the proposal
- Educational background
- Relevant experience as well as awards, certificates, or other achievements
- Any felony convictions
- Contributions to any political campaign in the State of Hawaii in the past 10 years

Note: Key personnel shall not be a parent, spouse, child, or sibling of a candidate, contributed to any political candidate in the State of Hawaii within the past 10 years, or taken an active part in political management or political campaigns in the State of Hawaii.

Part 7: Implementation Plan and Schedule

A plan for implementing the voting and vote counting system and ancillary services for the 2022 Elections must be submitted as part of the Offeror's proposal. The plan must include

information on the process for installing and preparing the voting and vote counting system for operation by clearly identifying and defining the tasks, timetables, and roles and responsibilities of the Offeror and any Subcontractors, as well as the Offeror's expectations of the State. The plan must discuss the following:

- Hardware production, delivery, and installation
- Software development, delivery, and installation, including programming ballots
- Facilities preparations and storage, including space requirements, climate requirements, and transportation requirements
- Ballot printing and mailing house services
- Personnel recruitment and training
- Testing
- Voter education and public information
- Any other steps required to make the system operational

The plan shall also include a discussion of the Offeror's operation staffing necessary to meet the requirements of this RFP.

Part 8: Exceptions

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The absence of any exception by the Offeror represents compliance with the requirements of this RFP.

Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution of such items may result in disqualification of Offeror's proposal. Offerors are encouraged to submit specific alternate language to the State's terms and conditions if such changes are desired. The decision to accept or reject any exceptions taken shall be at the discretion of the State and its decision shall be final.

No exceptions to constitutional, statutory, or administrative rule requirements shall be considered. As such, no exceptions to the AG General Conditions (AG GC), Special Provisions, and other matters in the RFP, to the extent they are required to comply with legal requirements, shall be considered. Offerors are reminded that most AG GCs are based on either a statutory or administrative rule basis. The AG GC is attached and considered part of

this RFP. It is also available at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>.

A non-exhaustive list of matters, depending on the specific language of the proposed exception, which may touch upon administrative rules, statutes, and the AG GC are provided.

A request for a limitation on liability would touch on AG GC ¶ 13 and HAR § 3-125-17. HAR § 3-125-17 provides that if the contractor defaults, the State will be able to procure similar goods or services in a manner and upon terms deemed appropriate by the procurement officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

5.2 Subject to Available Funds by implication impacts AG GC ¶¶ 14 & 17b (termination for convenience & subject to available funds) and the laws that it was created to comply with. The Hawaii State Constitution provides that “[n]o law shall be passed mandating any political subdivision to pay any previously accrued claim.” Article VIII, Section 6. In other words, one cannot agree to a future debt on behalf of the government. Instead, state agencies cannot enter into contracts obligating the State beyond what has been appropriate that fiscal year for that purpose. For this reason, HRS § 103D-309 provides that a contract is not binding unless funds are available, and that certification of funds is only necessary for the first year of a multi-year contract. Additionally, this issue is the reason why the utilization of multi-term must comply with HAR § 3-122-149 (Multi-term contract). The procurement code addresses situations in which the State chooses not to complete a contract due to funding by allowing for termination by convenience. HAR § 3-125-21 (Termination for convenience of goods and services contracts).

5.12 Subcontracting. Any exception may impact AG GC ¶ 6 Subcontracts and Assignments, and possibly to the statutory requirement of HRS § 40-58 (In favor of assignees).

5.18 Inspection and Modification and Reimbursement for Unacceptable Deliverables. Reimbursement for Unacceptable Deliverables, addresses, in part, termination for default and the seeking of reimbursement and damages. This is intertwined with AG GC ¶¶ 11, 12, 13, and 14 (Disputes, Suspension of Contract, Termination for Default, Termination for Convenience). As such, any request for an exception may impact the related AG GC, and the statutes and administrative rules that may serve as the basis for those provisions. For example, AG GC 13 Termination for Default language is required to be a part of the contract, pursuant to HAR § 3-125-17 (Termination for default in goods and services contracts).

5.19 Contract Staffing Requirements. Requires the Offeror to obtain approval before making personnel changes, if not it may be grounds for termination. This is intertwined with AG GC 19 Modification of Contract, which is based on HAR § 3-125-3 and AG GC 13 Termination for Default. As such, a requested exception to § 6.270 may impact HAR § 3-125-3 and AG GC 13.

5.23 Termination is based on the ability to terminate for convenience found in AG GC 14. This language is required to be a part of the contract, pursuant to HAR § 3-125-21 (Termination for convenience).

Part 9: Answers to State's Questions

The Offeror must provide detailed answers to each of the questions posed by the State in **Appendix E: State's Questions to Offerors.**

3.10 Submission of Proposals

The Offeror shall submit an original proposal, marked *ORIGINAL*, seven copies, each marked *COPY*, and at least 1 USB-drive copy in sealed envelopes or packages to the Procurement Officer by Friday, October 11, 2019, 4:00 P.M., HST to the following address:

Ms. Aulii Tenn
RFP-19-001-SW
802 Lehua Avenue
Pearl City, Hawaii 96782

Proposals shall be stamped with the date and time of receipt for evidence of timely receipt. The Offeror accepts all risks associated with the delivery of their proposal including but not limited to, incorrect delivery or failure to deliver the proposal before the deadline by any courier, mail, or other delivery service, such as the United States Postal Service. Proposal received after the deadline will be rejected and returned unopened. In all cases by filing a proposal, each Offeror agrees its proposal filed after the deadline will be rejected and the State has no liability of any nature whatsoever for any proposal delivered after October 11, 2019, 4:00 P.M.

All proposals become the property of the State of Hawaii.

Receipt and Register of Proposals

Proposals will be received, and receipt verified by two or more Procurement Officials on or after the date and time specified above, or as amended. The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to HRS §103D-701.

Modification or Withdrawal of Offer

The Offeror may modify or withdraw a proposal before the proposal due date and time. Any change, addition, deletion of attachment(s), or data entry of a proposal may be made prior to the deadline for submittal of offers.

Mistakes in Proposals

Mistakes shall not be corrected after award of contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn. Similarly, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal, but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality, or quantity.

Best and Final Offer (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

Section 4: Evaluation Criteria

Evaluation of the proposals shall be within the sole judgment and discretion of the Evaluation Committee. A proposal that is unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the requirements of this RFP. The Evaluation Committee will review proposals based on five criteria:

1. Technical Criteria, 20 points
2. Understanding of Project, 5 points
3. Implementation plan and schedule, 20 points
4. Pricing, 30 points
5. On-Site Demonstration, 25 points

The initial evaluation of all proposals received will be reviewed against Criteria 1, 2, 3, and 4. The maximum number of points possible in the initial evaluation is 75 points. The Offerors whose proposals are among the top three highest point totals for the initial evaluation will be offered the opportunity to present to the Evaluation Committee a demonstration of its proposed voting and vote counting system in Honolulu at a date and time to be designated by the State. The On-Site Demonstration provides the Evaluation Committee the opportunity to observe and assess the proposed voting and vote counting system to simulate election conditions. The maximum number of points possible for the On-Site Demonstration, Criteria 5, is 25 points.

The award of this RFP will be made to the Offeror whose proposal is determined to be responsive and the most advantageous to the State based on the established evaluation criteria and their respective weight. Each proposal is subject to and may earn a maximum of 100 points.

4.1 Technical Criteria, 20 points

In each area described below, an evaluation and judgment will be made of the probability of success of, and the risks associated with, the proposal based on:

- System design and development including operations and voter security. Credit will be given for features that offer enhanced utility, voter acceptance, and/or ease of integration.
- System support such as availability of resources for the term of the contract.

- Ancillary services required by this RFP including election programming, acceptance testing, and technical and operational support.

4.2 Understanding of Project, 5 points

An evaluation and judgment will be made of the probability of success of and the risks associated with the proposal based on the Offeror's reasonable understanding of the 1) procedures for and manner in which elections are conducted in the State of Hawaii; 2) deliverables required; and 3) pricing terms to which it reveals the Offeror's effort and willingness to provide the resources necessary to the requirements of the RFP.

4.3 Implementation Plan and Schedule, 20 points

The Evaluation Committee will review and assess the probability of success of and risks associated with the Offeror's proposal based on the reasonable and thorough understanding of the following:

- The requirement to develop, plan, and schedule to meet the State's schedule of events and deadlines associated with various activities for the elections.
- The extent of credit, if any, to award for identifying and planning to mitigate any schedule risks the Offeror believes may adversely affect any portion of the State's schedule for the elections.

4.4 Pricing, 30 points

The proposal offering the lowest price will be automatically allocated 30 points. The number of points assigned to each other proposal will be determined using the following formula:

$$\frac{\text{Lowest price (\$)} \times 30 \text{ points (max)}}{\text{Offeror's Proposal (\$)}} = \text{_____ points}$$

4.5 On-Site Demonstration, 25 points

An evaluation and judgment will be made of the probability of success of and the risk associated with the Offeror's proposal – who qualify to exhibit an On-Site Demonstration, based on a presentation that reveals and verifies the programming, features, and function of, and the reasonable, known, and experienced risks of their proposed voting and vote counting system including:

- Election preparation software
- Ballot generation software
- Ballot format and design

- Programming and software installation
- Reports available including but not limited to result reports
- Voting equipment

The evaluation of the On-Site Demonstration will also assess the probability of success of and risks associated with the voting and vote counting system's ability to 1) accurately and consistently count ballots on all voting equipment; 2) provide clear and easy operating instructions; 3) expeditiously count all ballots, mail and voter service center, using central counters; 4) tabulate, compile, and produce result reports in an accurate and timely manner; and 5) ensure the security and integrity of the election.

During the demonstration, the Offeror shall have up to four hours after the demonstration begins to exhibit the features and capabilities of its proposed system. The On-Site Demonstration shall take place in the City and County of Honolulu and the order of the Offeror's demonstration shall be determined by the Procurement Officer.

Consideration will be given to the efficiency and ease of operation of the user interface. The Offeror's demonstration must include:

- Sufficient equipment to exhibit in-person voting and central count.
- Ancillary devices for election programming, ballot creation, data transmission and tabulation, and result reporting.
- Sufficient consumables to support the voting and vote counting system during the demonstration.
- Spare and replacement parts to support the voting and vote counting system during the demonstration.
- Exhibition of the security features.

The manner in which the demonstration is organized and conducted will itself be deemed the nature of the Offeror's reasonable and likely actual conduct of its professional staff for the terms of the contract in terms of knowledge, skill, and presentation during the actual elections that the Evaluation Committee will seriously consider and take into account at the On-Site Demonstration.

The ancillary services that the Offeror provides during the demonstration shall include all necessary delivery, installation, testing, training, logistic support, hardware and software maintenance, and storage services.

Demonstration Requirements

Offerors shall provide the State blank paper demonstration ballots in a format to be determined by the State and the quantities below at least 10 business days before the Demonstration:

- 250 blank paper demonstration ballots for a sample Primary Election for the County of Hawaii
- 250 blank paper demonstration ballots for a sample Primary Election for the County of Maui
- 250 blank paper demonstration ballots for a sample General Election for the County of Kauai
- 250 blank paper demonstration ballots for a sample General Election for the City and County of Honolulu
- 250 blank paper generic demonstration ballots

Offerors will be asked to demonstrate the operation of in-person voting equipment and in the central counters during a sample Primary Election and General Election. The demonstration will include:

- Overview of the proposed system
- Overview of the operation of the in-person voting equipment
- Overview of the operation of central counters
- Overview of the operation of the central count
- Steps to program and generate ballots
- Steps to program memory devices
- Printing the audit records
- Steps required to open the polls
- Processing of 50 demonstration ballots for a sample Primary Election for the County of Hawaii at voter service centers
- Processing of 50 demonstration ballots for a sample Primary Election for the County of Maui at voter service centers

- Processing of 50 demonstration ballots for a sample General Election for the County of Kauai at voter service centers
- Processing of 50 demonstration ballots for a sample General Election for the City and County of Honolulu voter service centers
- Steps required to close the polls
- Processing of 200 demonstration ballots for a sample Primary Election for the County of Hawaii using central counter
- Processing of 200 demonstration ballots for a sample Primary Election for the County of Maui using central counter
- Processing of 200 demonstration ballots for a sample General Election for the County of Kauai using central counter
- Processing of 200 demonstration ballots for a sample General Election for the City and County of Honolulu using central counter
- Secure data transfer of vote data to host computer (optional). If the Offeror chooses not to demonstrate this feature, please provide information on how it will be done
- Accumulation of vote data
- Consolidation of mail vote data and voter service center vote data
- Producing and printing consolidated result report from the host computer for each county per election
- Auditability of the proposed voting and vote counting system
- All security features of proposed system

4.6 Best and Final Offer (BAFO)

The proposals will be initially classified as acceptable, potentially acceptable, or unacceptable. Prior to conducting discussions, the Evaluation Committee will create a Priority List of acceptable or potentially acceptable proposals.

Discussions with Priority List Offerors

After the On-Site Demonstration, the Evaluation Committee and any person designated by the Evaluation Committee, will meet with each Priority List Offeror to discuss possible

solutions to any issues and how those issues or potential issues may impact the State's schedule. However, proposals may be accepted without discussion.

Note: The provisions of HAR §3-122-53 are applicable to such discussions.

The Procurement Officer may request that each Priority List Offeror prepare and submit a written supplemental proposal to address any concerns and questions by the State, including any issues raised during the Initial Evaluation and On-Site Demonstration, and to present the State with the Offeror's final proposal.

The Offeror's final proposal will be known as the Best and Final Offer (BAFO). The requirements of the BAFO will be specified by the Procurement Officer. The State reserves the right to conduct additional rounds of discussions with Priority List Offerors before the submission of the BAFO.

If a BAFO is requested, and an Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's latest proposal shall be construed as its BAFO. The evaluation of any BAFO shall be within the sole judgment and discretion of the Evaluation Committee. If no BAFO is requested, any selection for award will be based on the Offeror's latest proposal and On-Site Demonstration.

Disqualification

An Offeror's proposal may be disqualified at any stage of the procurement based on the RFP requirements. As such, the completion of the Initial Evaluation, On-Site Demonstration, designation as a Priority List Offeror, or receipt of a BAFO does not prevent the Evaluation Committee from subsequently determining that a proposal should be disqualified for failure to comply with the RFP requirements.

Section 5: Special Provisions

Proposals shall be in accordance with the requirements of this RFP and of the Attorney General's General Conditions (AG GC) (AGS-008) (Revised 12/20/2017), which are part of this RFP and appear in the attachments. Copies of the AG GC are additionally available at: <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>.

5.1 Responsibility of Offeror

Offeror is advised that, if awarded a contract under this solicitation then upon the award, Offeror shall furnish proof of compliance with the requirements of §103D-310(c), HRS by providing the certifications and documents as follows:

- Good standing to do business in the state under Ch. 103D-310(c), HRS;
- Tax clearance under Ch. 237, HRS;
- Unemployment insurance under Ch. 383, HRS;
- Workers' compensation under Ch. 386, HRS;
- Temporary disability insurance under Ch. 392, HRS; and
- Prepaid health care under Ch. 393, HRS

The instructions for furnishing such certifications and documents acceptable to the State as proof of compliance with the above requirements appear in **5.6 Award of Contract Required Documents** on page 37.

Additionally, the Procurement Officer must determine whether the Offeror has the *financial ability, resources, skills, capability, and business integrity necessary to perform the work*. HRS § 103D-310(b) (Emphasis added). Specifically, the Procurement Officer will make a determination of the responsibility or nonresponsibility of an Offeror to perform the work called for in the RFP. This determination is based on available information.

For this purpose, the Officer, in the Officer's discretion, may require any prospective offeror to submit answers, under oath, to questions contained in a standard form of questionnaire to be prepared by the policy board.

It should be noted that the provision of documents to satisfy HRS § 103D-310(b) is separate and apart from the requirements of HRS § 103D-310(c) for the Procurement Officer to determine that the Offeror has the financial ability, skills, capability, and business integrity necessary to perform the work called for in the RFP, based on any available information they may require.

5.2 Subject to Available Funds

The contract is subject to the availability of funds after the first State fiscal year. As such, the contract will be cancelled if funds are not available to support the contract performance in any subsequent fiscal year. This, however, does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

5.3 Contract Administrator

Mr. Scott T. Nago, Chief Election Officer, telephone (808) 453-8683, or his authorized representative, is designated the Contract Administrator and represents the Office of Elections.

5.4 Permits, Certificates, and Licenses

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations related to and arising from the conduct of the work specified.

The Contractor shall comply with all business registration requirements before commencing work under this contract. The Contractor's failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated summarily.

5.5 Proposal Preparation

The following conditions apply:

- Tax Liability. Any Offeror's tax liability shall be included in, and made a part of, its proposal contract price. Each Offeror agrees to be solely liable for any and all taxes under this RFP, any addenda, and the contract and the State shall not have any liability for any tax of any nature.

Offerors seeking information or assistance regarding the tax consequences of this solicitation may wish to contact their tax professional or the State of Hawaii Department of Taxation.

- All costs and expenses that may be incurred for developing a proposal are each Offeror's sole and exclusive responsibility and agrees to accept such costs under all circumstances whether or not any award results from this solicitation and the State of Hawaii will not reimburse any such costs; and

- Only copies of Offerors' documents for any proposed modifications to and withdrawal of any proposal may be transmitted via facsimile machines under sections 3-122-108 and 3-122-28, HAR, respectively.

5.6 Award of Contract Required Documents

HRS § 103D-310(c) – Responsibility of Offeror Before Contract Award. Before award, the Offeror shall file with the Procurement Officer under section 3-122-112, HAR, all documents that demonstrate compliance with this section as follows:

- Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The Offeror shall file with the Office of Elections (OE) a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The certificate is valid for six months from date of issue and must be valid on the date it is received by the OE. A photocopy of the certificate is acceptable to the OE.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

Online business registration and the certificate are available at www.BusinessRegistrations.com. To register or to obtain the certificate by phone, call (808) 586-2727 (M-F 7:45 A.M. to 4:30 P.M., HST). Offerors are advised that there are costs associated with registering and obtaining the certificate.

- Tax clearance under Ch. 237, HRS. Pursuant to §103D-328, HRS, the Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the State Procurement Office (SPO).

The tax clearance certificate may be obtained by filing the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii on the DOTAX website, or by mail or fax at DOTAX Website (Forms & Information) at http://www.hawaii.gov/tax/a1_1alphalist.htm and DOTAX forms by fax/mail at (808) 587-7572 or 1-800-222-7572.

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX.....(808) 587-1488

IRS(808) 539-1573

The Offeror is responsible to obtain and file the clearance application with the DOTAX or IRS but not the OE. The tax clearance certificate, however, shall be filed with the OE.

- Unemployment Insurance under Ch. 383; workers' compensation under Ch. 386; temporary disability under Ch. 392; and prepaid health care under Ch. 393, HRS, respectively. Pursuant to §103D-310(c), HRS, the Offeror shall file with the OE a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six months from the date of issue and must be valid on the date it is received by the OE. A photocopy of the certificate is acceptable to the OE.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <https://labor.hawaii.gov/> (at the menu click on Employer Forms, LIR#27), or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the OE.

Responsibility of Offeror After Contract Award. Offerors will need to continue to be in compliance with the responsibility requirements after the award of the contract. As such, any requests for payment under the contract will require the provision of current certificates documenting compliance at that time.

Alternative to Obtain Required Certificates. Instead of separately applying at the various State agencies for these certificates identified above, Offerors may choose to use the Hawaii Compliance Express (HCE) that allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that the vendor's status is compliant with the requirements of Ch. 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Important Notice. The above certificates should be applied for and submitted to the Purchasing Officer as soon as possible. If a valid certificate (certificates) is (are) not filed timely to enable an award of a contract, an Offeror's proposal otherwise responsive and responsible may not receive the award.

5.7 Economy of Presentation

Proposals shall be prepared in a straightforward and concise manner in a format that is reasonably consistent and appropriate for its purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offeror's proposal, it shall be provided within two business days of the State's request.

5.8 Additional Terms and Conditions

The State reserves the right to add terms and conditions before the execution of the contract. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

5.9 Proposal Acceptance Period

The State's acceptance of proposal, if any, will be within 365 calendar days after the opening of proposals. Each Offeror by submitting its proposal agrees to keep its quoted price firm and unchangeable for any reason for 365 calendar days after the date of Proposals Due and Opening.

5.10 Insurance Requirements

The Contractor shall maintain in full force and effect, during the life of this contract, liability and property damage insurance to protect the State, the Contractor, and its subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (Occurrence form)	\$1,000,000 combined single limit per occurrence for bodily

injury and property damage

Products—Complete Operations

Aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, Office of Elections, 802 Lehua Avenue, Pearl City, Hawaii 96782.

1. The State of Hawaii, and the Counties of Hawaii, Maui, Kauai, and the City and County of Honolulu are added as additional insureds with respect to all operations performed for the four Counties and the State of Hawaii.

2. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

5.11 Contract Execution

Successful Offeror receiving award shall be required to enter into a formal written contract. Upon execution of the contract, a Notice to Proceed will be issued.

No work is to be undertaken by the Contractor before the commencement date specified in the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor before the official starting date.

5.12 Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.13 Invoicing

Contractor shall submit an invoice to the Office of Elections (OE) in the format required by the State, along with whatever supporting documentation is required to process payment. The Procurement Officer may require the Contractor to issue individual invoices to the County Elections Divisions and the OE, which total the amount due under the contract.

In such an event, the Contractor shall submit its invoice to each County Elections Division and the OE separately to the address the Procurement Officer provides, and each County Elections Division and the OE shall be obliged to remit directly to the Contractor such entity's designated share.

The Procurement Officer in turn will write to each County to inform it of the amount of its share due under the invoice under state law. All invoices shall reference the contract number. To the extent any of the Counties or the State require different invoicing procedures, in order to comply with County or State specific procedural requirements, the Contractor will work with the State and Counties to ensure that these requirements may be met.

5.14 Payment

Section 103-10, HRS, provides that the State shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services, to make payment. For this reason, the State may reject any proposals submitted with a condition requiring payment within a shorter period. Further, the State may reject any proposals submitted with

a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract which require payment within a shorter period or interest payment not in conformance with Section 103-10, HRS, as amended.

5.15 Contract Changes – Unanticipated Amendments

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

The Contractor will not commence additional work until the Contract Administrator or his authorized representative has issued a contract modification.

5.16 Contract Modification

The contract may be modified by a written document signed by the Contract Administrator and Contractor personnel authorized to sign contracts on behalf of the Contractor. Additionally, the State will have the option, if it chooses, to pay for additional work through a purchase order. As such, notwithstanding any statement to the contrary, a purchase order will satisfy the requirements for a contract modification. However, in no event will oral modification of the contract be permitted.

5.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.18 Inspection and Modification and Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Contract Administrator. The State may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the Contract Administrator determine that corrections or modifications are necessary in order to accomplish its intent, the Contract Administrator may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

5.19 Contract Staffing Requirements

Key personnel whose names and resumes are submitted in the proposal, if so required, shall not be removed from this project without prior approval of the Contract Administrator.

Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Contract Administrator.

Personnel changes that are not approved by the Contract Administrator may be grounds for contract termination.

The State shall have the right, and the Contractor will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

5.20 Damages

It is mutually understood and agreed by and between the parties to the contract that time is of the essence and that in cases of failure on the part of the Contractor to complete the services within the timeframe specified herein, the State will be damaged thereby.

The State has the right to assess liquidated damages for the matters listed in **Appendix D: Special Requirements**. These liquidated damages may be deducted from any payments due or to become due to the Contractor.

The liquidated damages provisions and amounts in **Appendix D: Special Requirements** assume that despite the failure of the Contractor that all voters were still able to vote during polling hours on election day, that the voting machines properly counted the ballots, that the processing of ballots and the timely issuance of scheduled results on election day occurred, and that there was no election contest filed that was related to the failure of the Contractor to perform an obligation of the contract.

To the extent the failure of the Contractor to perform an obligation of the contract resulted in voters not being able to vote during polling hours on election day, or the voting machines not properly counting the ballots, or the processing of ballots and the timely issuance of scheduled results on election day not occurring, or the filing of election contest filed that was related to the failure of the Contractor to perform an obligation of the contract, then the State may seek damages, without any limitation or regard to **Appendix D: Special Requirements**, as it sees fit, based on the nature of the failure(s) of the Contractor and the impact on the State and Counties.

Finally, to the extent Contractor successfully contends that it has not breached an obligation under the contract or otherwise challenges the assessment of liquidated damages, it agrees that all of the provisions associated with **Appendix D: Special Requirements** will be interpreted as contingent charges and fees that it is still obligated to pay (i.e., the Contractor has a duty to pay the State a specified amount on any specified event or condition).

5.21 Protest

A protest shall be submitted in writing within five working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing before the date set for receipt of proposals. Protest of an award or proposed award shall be submitted within five working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be issued to the successful Offeror, and posted on the Procurement Reporting System.

Any protest pursuant to §103D-701, HRS, and Sections 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Procurement Officer.

5.22 Governing Law; Cost of Litigation

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.23 Termination

The State reserves and has the right, at any time during the term of this contract, in its sole discretion, to terminate and cancel said contract in the public interest or for the convenience of the State.

Appendix A: Voting and Vote Counting System

Specifications and Requirements

The proposed voting and vote counting system shall be capable of conducting all primary, general, and special elections in the State of Hawaii. The following documents form a part of this Appendix:

- Hawaii Election Laws
- 2002 FEC Voting System Standards
- 2005 EAC Voluntary Voting System Guidelines

The proposed system must be able to support the requirements of more than one election at a time (e.g., single-party primary election and special nonpartisan elections); and must allow the voter to select one political preference to vote for and allow all voters to vote in the special nonpartisan offices for the Office of Hawaiian Affairs and County contests.

Additionally, the voting and vote counting system must be integrated and provide a single capture of candidates, contests, and related data. This data shall be used to program the election, produce ballots, count votes, and tabulate and disseminate result reports. The proposed voting and vote counting system shall meet or exceed the Voluntary Voting System Guidelines, and shall be certified by an approved Independent Testing Authority (ITA).

Election Programming

The voting and vote counting system shall generate and maintain an election database of definitions and descriptions of political districts, jurisdictions, and contests. The environment in which this database is operated shall include all necessary provisions for security and access control, and it shall ensure the security and access control of the other databases in the system.

It is the intent of the database hierarchy described herein to ensure that data entry, updating, and retrieval be effectively integrated and controlled. Any structure which provides the required functional capability, security, and privacy is acceptable.

The voting and vote counting system shall include a Ballot Type Database which shall have the capability to be directly linked with any other database in the system. The database shall include the following information and be able to designate precincts to be used in the election:

- State Name
- County Name
- District/Precinct Number
- Districts (U.S. Representative, State Senate, State Representative, and Council)

- Precinct Status (Used or not used)

The voting and vote counting system shall include a Contests Database, which shall have the capability to be directly linked or combined with other databases in the system. This database shall specify the contests to appear on each ballot for the election. This database shall also identify the contests and questions on each ballot, the number of seats for each contest, and the order contests appear on the ballot. Provisions shall be made for entry of ballot measure text.

The voting and vote counting system must be capable of retaining the information in the election database for use in subsequent elections. The Contractor shall maintain and edit the database and provide a system for the State to proof and audit that all information, such as district/precincts, contests, and candidates are properly assigned. Information from the election database shall be used to automatically formulate the ballot.

Audit Record

The proposed system must generate audit records including, at a minimum, a record of the offices, candidates, and measures provided on each ballot, valid responses which voters are entitled to make, and a report which identifies each of the ballot formats which were generated. Similarly, the Election Databases shall be used to create the zero reports for the election results for proofing and auditing purposes.

Ballot Requirements

The proposed voting and vote counting system shall provide ballots that include fields indicating the title of every contests and measure, name of every candidate and political affiliation, and the number of seats available of which the voter is eligible to vote. The voting and vote counting system shall provide a means to work on more than one election at a time using a subdirectory and shall contain only the data files of the specified election. The central system software shall be loaded into one central area and used by each subdirectory.

The proposed voting and vote counting system shall provide a method to establish, verify, and maintain contests, candidates, and ballot measures for every ballot type. The system must be capable of generating and servicing up to 2,000 ballot types, 1,000 candidates, 2,000 election contests, 12 political parties, and multiple languages. The system shall ensure that in all elections, secrecy of voting and choice of political preference shall be preserved.

The proposed system must be capable of handling paper and electronic ballots and other voter instructions and educational materials in English, Chinese, and Filipino as required by the Language Minority Provision of the Voting Rights Act, as well as Hawaiian as it is an official language of the State of Hawaii. Languages may be added or deleted based on information provided by the U.S. Census and the Hawaii State Legislature.

The ballot creation component of the proposed voting and vote counting system shall include all hardware and software and manual procedures required to comply with the Federal Voting Rights Act and the Americans with Disabilities Act, and accomplish the functions outlined herein.

Ballot definition for all ballot types shall be automatically and electronically generated from a single entry of data. The names of the candidates and their respective contests will be taken from the State's Candidate Filing System. The ballot component shall be able to sort and/or re-index the candidate names. It shall also enable users to enter candidate data not contained in the Candidate Filing System as required.

Ballot Definition

The voting and vote counting system must generate ballots with identifying codes or marks which are uniquely associated with the proper ballot type. The system must program and produce all layouts and ballots for all elections for mail, voter service centers, demonstration, language, and test ballots, as well as electronic audio ballots. The ballot component of the voting and vote counting system shall use the Ballot Type Database and Contests Database, and data from the State's Candidate Filing System to automatically format the ballots in accordance with the requirements for offices, candidates, contests, and questions qualified to be placed upon the ballot.

The ballot component of the proposed voting and vote counting system shall be capable of accommodating requirements for rotation of candidate positions within an office, and requirements for legislative or administrative jurisdictional subsets of a general format.

The ballot component of the proposed system shall allow for ballot corrections (additions, deletions, changes) and to have the change universally reflected on all affected ballots and voting equipment, and each piece of equipment to reflect the ballot requirements of an election.

Ballot Programming Instructions

The ballot component of the proposed system shall be used to program the voting equipment to electronically and automatically store votes for tabulation. This shall include the currently valid ballot configuration for each ballot type and appropriate ballot interpretation logic. In addition, the programming instructions shall provide the following functional capabilities:

- All ballot positions that are not associated with the name of a candidate or with a proposal to be voted on shall be locked or otherwise incapable of registering votes; and
- Voters shall be prohibited from voting for candidates or ballot proposals for whom or on which they are not lawfully entitled to vote.

Ballot Format

The ballot component of the proposed voting and vote counting system shall provide the following capabilities:

- Choice of lettering size – Means shall be provided for individual selection of the lettering size of selected blocks of information on the ballot
- Use of both English and Hawaiian characters and grammatical symbols
- Ability to list offices vertically by party
- A horizontal line shall be ruled between each candidate's name and the next name, except between the names of presidential and vice-presidential candidates and candidates for governor and lieutenant governor of the same political party in a general election, thereby grouping the candidates' names for president and vice president, and governor and lieutenant governor of the same political party within the same pair of horizontal lines
- In the case of candidates for president and vice president and governor and lieutenant governor of the same political party, only one box containing a voting position shall be formed opposite their set of names
- Voting positions shall be of sufficient size to designate the choice of the voter in the manner prescribed for the election system in use
- Names upon a ballot shall be placed at a uniform distance from the left edge and close thereto and shall be of uniform size and print subject to HRS §11-119
- Each candidate's name shall be printed on the ballot on one line

Ballot Logic

The ballot component of the voting and vote counting system shall include the following features to be enabled or disabled by the State at its discretion:

- Closed and open primary elections
- Partisan and nonpartisan offices
- Special elections
- Presidential delegation nominations
- Presidential preference primary
- Rotation of candidate names
- Straight party voting options
- Slate or group voting options
- Multi-party endorsement

- Recall issues, with options
- Re-assembly of multiple-card ballots
- Split precincts
- Number of candidates to vote for
- Write-in voting
- Overvotes and undervotes including blank votes
- Totally blank ballots

The Offeror shall include a list of any features that cannot be accommodated by the proposed system and/or any variations of the same.

The proposed voting and vote counting system shall provide a ballot in the form of one or more cards or sheets (marksense technology) or one or more display screens (direct recording electronic [DRE] technology) containing printed information identifying the contests, candidates, and measures. The voter shall make selections by touching a selection field on the display screen or button (DRE technology).

Primary Election Ballot

The proposed voting and vote counting system shall provide a voter with the means of casting a ballot containing votes for candidates associated with their political preference, special election candidates, and any ballot questions. The voter shall be prevented from voting for a candidate of more than one political preference for federal and state contests, excluding the Office of Hawaiian Affairs and except in the case of a special election.

The offices and names of candidates of a political preference may exceed one column or screen provided that each party shall be clearly designated and distinguished from another preference's contests and candidates. Should the primary election ballot require more than one card, sheet, or screen, the proposed system shall be capable of detecting and preventing multi-party (cross-party) voting.

General Election Ballot

The proposed voting and vote counting system shall provide a voter with the means of selecting the appropriate number of candidates for any office and of voting on any ballot measure. The proposed system shall be able to enter the following information concerning ballot measures:

- Ballot measure title
- Ballot measure text
- Possible response (yes/no, for/against)
- Size of lettering for selected portions (title, text, and responses)
- Presentation dimensions (in ballot columns and rows)
- Character formatting (i.e., bold and italics)

The system shall automatically format the text appropriately within the dimensions defined by the State.

Ballot Proofs

The proposed voting and vote counting system shall produce digital, audio, and paper proofs of all district/precinct ballots for verification purposes. The ballot proofs must be in English and any other required languages. The ballot proofs shall be an exact representation of the actual ballots (e.g., paper ballot and DRE ballot) and should be coded so that it cannot be read by the voting and vote counting system.

Facsimile Ballots

The proposed voting and vote counting system shall be capable of producing digital and accessible facsimile ballots of all district/precincts for posting online for the public. The facsimile ballots must be secured so it cannot be altered in any way and must be coded so that it cannot be read by the voting and vote counting system. The facsimile ballot shall be full size, proportional, and identical to the actual ballot.

Printing Paper Ballots

The proposed voting and vote counting system shall be capable of producing a digital file which shall be used to print the paper ballots. The proposed voting and vote counting system shall use an in-state printing company to print and produce paper ballots for the marksense technology component which shall conform to State printing specifications. The Offeror shall be responsible for the accuracy and correctness of printed ballots and shall establish a quality control/assurance program to ensure correct ballots are delivered to the State. The proposed voting and vote counting system shall use a sufficient weight of paper to prevent any "bleed" through by any marking device.

The printing specifications have not yet been determined and will depend partly on the proposed voting and vote counting system. At the time of a final agreement, there may be modifications or additions to these specifications based on the voting and vote counting system selected.

*Note: The Offeror shall include ballot printing and mailing as part of their proposal. For more information, see **Appendix B: Ancillary Services Specifications and Requirements** and **Appendix C: Price Elements**.*

Paper Ballot Quantities

The Contractor shall provide the State with paper ballots (i.e., mail, reserve, voter service centers, language, and duplicate ballots) capable of serving at least 140% of voter registration from the preceding election excluding requirements for demonstration ballots, test ballots, and facsimile ballots. Specific quantities are required for demonstration ballots, test ballots, and facsimile ballots to be determined by the State not to exceed 50,000 ballots

per election for each type of ballot (i.e., demonstration, test, facsimile). The allocation and quantity of paper ballots, as well as the printing and delivery dates shall be provided by the State.

The State shall inform the Contractor of the potential necessity of a second ballot card at least 95 days prior to the election. An excess ballot fee shall not be imposed if a second ballot card is required; it shall be included with the requirement to provide paper ballots for at least 140% of registration.

Demonstration Ballots

The demonstration ballots must be coded so that the ballot will not be read by the official vote tabulation system but will be read in a "demonstration" mode. The demonstration ballots must reflect the general format and the standard ballot text printed on the official ballots. The demonstration ballots will be printed in English and other required languages (Chinese, Filipino, and Hawaiian).

Facsimile Ballots

The facsimile ballots should be coded so that they may not be read by the vote counting system. The facsimile ballots shall be printed in English and other required languages (Chinese, Filipino, and Hawaiian).

Test Ballots

Test ballots must be formatted to clearly indicate that these ballots are used to conduct the logic and accuracy tests (LAT) only. The test ballots shall be serially-numbered on the face of the ballot. The test ballots will be printed in English and may be printed in other required languages (Chinese, Filipino, and Hawaiian).

Voting Equipment

The proposed system shall provide for accessible in-person voting equipment at all voter service centers, and central counters at all counting centers as well as sufficient spare voting equipment to account for equipment capacity, malfunction, or error.

The proposed voting and vote counting system shall provide a means by which the voter may directly mark the ballot to register votes. The proposed system shall enable the voter to vote for any and all candidates and measures appearing on the ballot, in any legal number and combination to which the voter is entitled.

The proposed system shall provide, in the event of power interruption, a means for voting operations to continue such as an uninterruptible power supply for use until power is restored.

The proposed system shall provide a means for in-person voting equipment to close polls and prevent the further counting or casting of ballots once the voter service center has closed.

The proposed system shall provide a means of automatically and electronically using data from the election programming database(s) and the ballot formats to program from a single entry of data for each component of the voting equipment proposed by the Offeror in accordance with the ballot requirements of the election. The programming must include provisions for validating the correctness of the program, and of its installation in voting equipment or in a programmable memory device, if one is used. The proposed system's software must maintain a record of the election and document the following events:

- Date and time
- Diagnostic checks
- Pre-election testing
- Initial candidate counts (zero reports)
- Opening of the polls
- Closing of the polls
- Print machine results
- Exception conditions

The proposed system shall include provisions to ensure that software (whether nonresident or resident) has been properly selected and installed for the election, that the software correctly matches the ballot formats that it is intended to process, and that the software is inaccessible to actuation or control by any means other than the authorized initiation and execution of the voting and vote counting program. Provisions for these tests shall include either manual or automatic execution of test and diagnostic procedures. Audit records for this function shall be generated by the proposed system and shall include an identification of the component or components which produced unacceptable test results.

In the primary election, the marksense component of the proposed system shall have the capability (at the State's sole discretion) to reject ballots containing multi-party voting (cross-party), blank votes, over votes, and/or blank ballots. Similarly, the direct recording electronic (DRE) component of the proposed system shall have the capability (at the State's sole discretion) to prevent ballots containing multi-party voting (cross-party), blank votes, over votes, and/or blank ballots from being cast.

Central Counter Requirements

The proposed system shall provide central counters (marksense technology) capable of accepting and counting ballots in a minimum of any four orientations. The central counter shall have the following components:

- Public counter that displays the number of ballots cast
- Removable programmable memory device which contains an internal power source to preserve election data and voting data in the event of power interruption
- Means of preventing or detecting the feeding of more than one ballot at a time, and a messaging capability to inform the election official which of the multiple-fed ballots have been processed and which have not
- Means of detecting any occlusion to the read lens

Ballot Counter Requirements

Any proposed system using a paper ballot (marksense technology) cast by a voter shall be automatically counted and recorded; and deposited by the ballot counter directly into the ballot box. Any proposed system must provide a means for the voter to place the voted ballot, or cause it to be placed, into the ballot counter for in-person voting or into a secure receptacle. If the voter must leave the voting booth for this purpose, the system shall provide for privacy of the voted ballot while it is being handled either by the voter or an election official.

Proposals offering ballot counters (marksense technology) must be capable of accepting and counting ballots in a minimum of any four orientations. The ballot counter shall have the following components:

- Public counter that displays the number of ballots cast
- Security lock and seal to secure the memory device
- Removable programmable memory device which contains an internal power source to preserve election data and voting data in the event of power interruption
- Means of preventing or detecting the feeding of more than one ballot at a time, and a messaging capability to inform the election official which of the multiple-fed ballots have been processed and which have not
- Means of detecting any occlusion to the read lens

The proposed system shall provide a ballot box with two compartments – one for marked and counted ballots and another for emergency voting. The ballot box shall have a security lock and seal and should be detachable and portable.

Vote Recorder Requirements

Any proposed system using a vote recorder (DRE technology), upon activation, shall record an image of the completed ballot, increment the proper ballot position registers, and signify to the voter that the ballot has been cast. The proposed system shall then prevent any further attempt to vote until the system has been reset or re-enabled. The proposed system shall produce a voter verifiable paper audit trail (VVPAT) to re-produce the printed images (records) of the ballots cast, showing the candidate(s) selected for each office and the option selected for each measure.

Any vote recorder component (DRE technology) of the proposed system shall count each ballot as it is cast. The vote recorder shall have the following:

- Public counter that displays the number of ballots cast
- Security lock and seal to secure the memory device
- Removable programmable memory device which contains an internal power source to preserve election data and voting data in the event of a power interruption

Voting Booth Requirements

Voting booths, whether integral with the proposed system or supplied as components of the proposed system, shall comply with the following requirements:

- Structured to ensure stability against movement or overturning during entry, occupancy, and egress by the voter
- Provide privacy for the voter, and it shall be designed in such a way as to prevent observation of the ballot by any person other than the voter
- Provide interior space sufficient to make the process of voting convenient and accessible to voters. If the design and construction of the voting booth is such that it cannot be conveniently used by voters with special needs relating to mobility, dexterity, or sight, then each voter service center shall be equipped with at least one station, meeting the criteria listed above, that can be used by voters with these needs

Error Message Requirements

The proposed system shall make and report error messages as they occur. Error messages requiring resolution by an operator or election official shall be displayed or printed unambiguously in easily understood language text, or by means of other suitable visual indicators.

Whenever error messages using alpha-numeric codes are used requiring trained technician maintenance or repair, the text corresponding to the code shall be self-contained, or an instructional sheet shall be affixed inside the unit device.

The message cue for all systems shall clearly state the action to be performed if voter or operator response is required. System design shall ensure that erroneous responses will not lead to irrecoverable error. Nested error conditions shall be corrected in a controlled sequence such that system status shall be restored to that initial state existing before the error occurred.

In the event of a voter error in candidate selection, the proposed system shall provide a means for the voter to correct the error before casting the ballot.

In the event of an election official error in operating a component of the voting equipment, the proposed system shall provide audible and/or visual indications of the error and a means for correcting the error, which does not result in the corruption of any previously cast voting data or inhibit the continuance of voting after the error has been corrected.

Result Reporting

The proposed system must provide counts at the precinct, district, county, and state levels for the following:

Ballots Cast: The proposed systems must count the number of ballots cast for an election. If several elections are held in conjunction with each other, the number of ballots cast must be provided for each election. In the primary election, the proposed system must provide a separate count of the number of ballots cast for each political preference and special nonpartisan contests.

Blank Ballots: The proposed system must count the number of blank ballots cast for an election. If several elections are held in conjunction with each other, the number of blank ballots cast must be provided for each election.

Multi-Party Voting: For the primary election, the proposed system must invalidate and count the number of ballot cards with multi-party conditions (occurs when a voter votes for candidates of more than one political preference for federal and state contests, excluding the Office of Hawaiian Affairs). Only votes dependent on selecting a political preference are invalidated. The votes for special nonpartisan contests shall be counted.

Votes Cast: The proposed system must count the number of votes cast for all candidates in each contest, and the number of votes cast for and against each question. Cumulative votes are not used for contests with multiple seats.

Blank Votes: The proposed system must count the number of blank votes cast for each contest or question. For contests with multiple seats, the blank vote count is incremented by one only if no candidates are selected.

Over Votes: The proposed system must count the number of over vote conditions that occur for each contest or question. The over vote count is incremented by one no matter how many candidates are selected in relation to the number of seats available.

Data Integrity, Management, and Transmission

The proposed system shall be able to use dedicated point-to-point data communication links or dial-up telephone connections. The proposed system shall allow authorized media organizations to access unofficial vote totals under conditions approved by the State. The proposed system shall provide a means to ensure the security of data transmissions and to ensure that errors, whether deliberate or inadvertent, are prevented or, at least, are detected if they occur. The proposed system must also provide the means to detect the presence of an intrusive device, such as a wiretap or electromagnetically-coupled pickup, and to prevent the leakage of data from an authorized process (such as a telecommunications transmission) to an unauthorized recipient.

The proposed system's in-person voting equipment shall be capable of producing a system status report. Additionally, the proposed voting and vote counting system must meet the following requirements related to data integrity, management, and transmission:

- Consolidate mail and voter service center totals into precinct, district, county, and statewide election results.
- Verify the receipt of all vote data memory devices to create complete precinct, district, county, and statewide election results.
- Ensure that vote data from memory devices are identical to the corresponding data elements contained in the memory devices.
- Incorporate editing and security measures to ensure that all memory devices are read and that none are read more than once.
- Capable of allowing communication of voting results directly from voter service centers to the statewide counting center.
- Capable of providing unofficial result reports for all contests to authorized media organizations through secure data communication links.

These provisions shall include protection against the interruption of electrical power, generated or induced electromagnetic radiation; ambient temperature and humidity; the

failure of any data input or memory device; and any attempt at an improper data entry or retrieval procedure.

The proposed system shall be capable of integrating vote data from both voter service center system and counting center directly and electronically. Additionally, the proposed system must electronically segregate the voter service center ballots before tabulation or provide the capability to process unsegregated ballots, since voter service center ballots are not physically separated by ballot type. The proposed system must also provide subtotals of the number of ballots cast at a voter service center.

System Security Requirements

The integrity of the proposed system is of the highest concern to the State and must provide accurate and honest elections. Therefore, the proposed system requires stringent measures to ensure confidentiality, security, control, back-up and recovery, and auditability of system functions and election data.

The proposed system shall prevent unauthorized access and preclude the execution of authorized functions in an improper sequence. System functions shall be executable only in the intended manner and order, and only under the intended conditions. If the preconditions to a system function have not been met, the function shall be precluded from execution by the system's control logic.

The proposed system shall include and support operational features to prevent both inadvertent and deliberate operations, which could result in the disruption of the elections process and corruption of election administration and voting data.

The State will implement security procedures to prevent unauthorized physical access to sensitive facilities and equipment. The installation and operation of the proposed system shall be consistent with the physical access control procedures of the State.

The operation of the proposed system shall be consistent with the administrative access control system of the State, enabling the access of designated personnel to system functions which they are authorized to perform, and preventing their access to system functions which they are not authorized to perform.

Tabulation

After the polls have been closed, the proposed system shall produce the following reports (at the State's sole discretion) in the quantity specified by the Office of Elections, for inspection and certification by designated election officials.

Voting Data Report

The proposed system's in-person voting equipment used at the voter service centers shall have the capability to produce a printed report of the votes counted at the voter service center, and for extracting this information from a transportable programmable memory device or data storage medium, if one is used. Until the proper sequence of events associated with closing the voter service center has been completed, the system shall not allow the printing of a report, or the extraction of data.

If more than one unit of vote counting equipment is used in a voter service center, the system shall provide a means for consolidating the data contained in each unit into a single report for the voter service center. The consolidation process shall comply with the security and procedural requirements for the system as a whole, and for individual counting devices. As a minimum, voting data reports for each voter service center shall include, at the State's sole discretion, the following:

- Number of ballots casts, by ballot type
- Candidate and measure vote totals for each contest
- Number votes for a political preference, multi-party voting, and special nonpartisan contest only ballots, by type, in primary elections
- Number of over votes and blank votes for each contest, measure, and/or ballot

Result Report Requirements

The proposed system must produce the following result reports in a timely manner following the close of polls and upon request in the format specified in this RFP:

Summary Report: Contest vote totals, registration, and turnout by County and Statewide

Precinct Report: Contest vote totals, registration, and turnout for each district/precinct by method of voting – mail and voter service center.

Statement of Vote: Contest vote totals, registration, and turnout by precinct, district, County and Statewide.

The State shall determine the schedule of result reports releases. All result reports released on election day shall be consecutively numbered followed by a final report released once each County has completely processed and counted voted ballots. Similarly, Statewide final result reports will be produced once all Counties have completed processing and counting voted ballots. Additional result reports shall be produced and released following any post-election vote counts to be conducted in each County. The Statement of Vote shall be

produced upon the conclusion of the contest for cause period following each election. The Contractor shall provide the result report to the Office of Elections via secure transmission.

The proposed system must be capable of producing result reports in a usable database report format. The database report must contain all election statistics noted in this RFP. The Contractor shall provide proofs of each type of report to be approved by the State prior to each election. Additionally, the Contractor shall produce zero reports of each type of report, as requested by the State, as evidence that there are no votes for the election prior to any logic and accuracy tests and counting of election ballots.

Format

All reports shall be formatted for printing in portrait orientation on letter-sized paper (8 ½" by 11") and internet ready. Summary Reports and Precinct Reports shall be formatted in three-columns per page. The proposed system must minimally produce election statistics for mail and voter service center totals by precinct, district, county, and statewide. Election statistics of percentages shall report based on the number of ballots cast for the contest, including blank and over votes. For example, the result reports shall include the percent of candidate vote totals equaling the number of votes for a candidate divided by the total votes cast for the contest, including blank votes and over votes.

Primary Election Summary Report

The primary election Summary Report shall be generated for each County and Statewide and contain election results, votes, turnout, and registration, for all district/precincts for the County and Statewide, respectively. The results shall report turnout totals for mail and totals for voter service centers. The primary election Summary Reports shall contain the following information:

- Title of election (i.e., Primary Election)
- Name of jurisdiction (i.e., State of Hawaii)
- Title of report and report number (i.e., Summary Report 1, Final Summary Report)
- Scope of report - County specific or Statewide
- Date of election
- Date and time report produced
- Contest description
- Number of precincts per contest
- Number of seats available in multiple seat contests

- Candidate names
- Candidate vote totals (votes cast for each candidate in that contest, listed in descending order)
- Percent of candidate vote totals (candidate vote totals divided by total votes cast for the contest)
- Blank vote per contest (number of ballots with no votes in that contest)
- Percent of blank vote per contest (blank votes per contest divided by total votes cast for that contest)
- Over vote per contest (number of ballots with more candidates voted for in that contest than the number of seats available)
- Percent of over vote per contest (over vote per contest divided by total votes cast for that contest)
- Number of registered voters (per County or Statewide)
- Turnout (number of ballots cast, and total mail turnout plus total voter service center turnout)
- Percent of turnout (turnout divided by number of registered voters)
- Mail turnout (number of ballots cast by mail including political preference, multi-party voting, and special nonpartisan contests only ballots)
- Percent of mail turnout (mail turnout divided by number of registered voters)
- Voter service center turnout (number of ballots cast at a voter service center including political preference, multi-party voting, and special nonpartisan contests only ballots)
- Percent of voter service center turnout (voter service center turnout divided by number of registered voters)
- Number of mail ballots cast for each political preference
- Percent of mail ballots cast for each political preference (total mail ballots cast for each political preference divided by the number of registered voters)
- Number of mail ballots cast for special nonpartisan contests only

- Percent of mail ballots cast for special nonpartisan contests only (total mail ballots cast for special nonpartisan contests only divided by the number of registered voters)
- Number of mail ballots invalidated due to multi-party voting
- Percent of mail ballots invalidated due to multi-party voting (total mail multi-party voting ballots divided by the number of registered voters)
- Number of voter service center ballots cast for each political preference
- Percent of voter service center ballots cast for each political preference (total voter service center ballots cast for each political preference divided by the number of registered voters)
- Number of voter service center ballots cast for special nonpartisan contests only
- Percent of voter service center ballots cast for special nonpartisan contests only (total voter service center ballots cast for special nonpartisan contests only divided by the number of registered voters)
- Number of voter service center ballots invalidated due to multi-party voting
- Percent of voter service center ballots invalidated due to multi-party voting (total voter service center multi-party voting ballots divided by the number of registered voters)

General Election Summary Report

The general election Summary Report shall be generated for each County and Statewide and contain election results, votes, turnout, and registration, for all district/precincts for the County and Statewide, respectively. The results shall report turnout totals and by mail and at a voter service center. The general election Summary Report per County and Statewide shall contain the following information:

- Title of election (i.e., General Election)
- Name of jurisdiction (i.e., State of Hawaii)
- Title of report and report number (i.e., Summary Report 1, Final Summary Report)
- Scope of report – County specific or Statewide
- Date of election
- Date and time report produced

- Contest description
- Number of precincts per contest
- Number of seats available in multiple seat contests
- Candidate names
- Candidate vote totals (votes cast for each candidate in that contest, listed in descending order)
- Percent of candidate vote totals (candidate vote totals divided by total votes cast for the contest)
- Ballot question vote totals – listed "Yes" votes and then "No" votes
- Percent of ballot question vote totals (vote totals divided by total votes cast for the contest)
- Blank vote per contest (number of ballots with no votes in that contest)
- Percent of blank vote per contest (blank votes per contest divided by total votes cast for that contest)
- Over vote per contest (number of ballots with more candidates voted for in that contest than the number of seats available)
- Percent of over vote per contest (over vote per contest divided by total votes cast for that contest)
- Number of registered voters (per County or Statewide)
- Turnout (number of ballots cast, and total mail turnout plus total voter service center turnout)
- Percent of turnout (turnout divided by number of registered voters)
- Mail turnout (number of ballots cast by mail)
- Percent of mail turnout (mail turnout divided by number of registered voters)
- Voter service center turnout (number of ballots cast at a voter service center)
- Percent of voter service center turnout (voter service center turnout divided by number of registered voters)

Primary Election Precinct Report

The primary election precinct report contains the election results for a specific district/precinct. The Precinct Report shall be formatted in the same manner as the Summary Report except that the votes, turnout, and registration totals are reported for a specific district/precinct and separated by method of voting (mail or voter service center). The number of registered voters for a district/precinct is only reported with mail results, not voter service center results. The Precinct Reports shall contain the following information:

- Title of election (i.e., Primary Election)
- Name of jurisdiction (i.e., State of Hawaii)
- Title of report and report number (i.e., Summary Report 1, Final Summary Report)
- Scope of report – County specific or Statewide
- Method of ballot cast for each precinct (i.e., mail, voter service center)
- Date of election
- Date and time report produced
- Contest description
- Number of seats available in multiple seat contests
- Candidate names
- Candidate vote totals (votes cast for each candidate in that contest, listed in descending order)
- Percent of candidate vote totals (candidate vote totals divided by total votes cast for the contest)
- Blank vote per contest (number of ballots with no votes in that contest)
- Percent of blank vote per contest (blank votes per contest divided by total votes cast for that contest)
- Over vote per contest (number of ballots with more candidates voted for in that contest than the number of seats available)
- Percent of over vote per contest (over vote per contest divided by total votes cast for that contest)

- Number of registered voters assigned to the district/precinct
- Mail turnout (number of ballots cast by mail including political preference, multi-party voting, and special nonpartisan contests only ballots)
- Percent of mail turnout (mail turnout divided by number of registered voters)
- Number of mail ballots cast for each political preference
- Percent of mail ballots cast for each political preference (total mail ballots cast for each political preference divided by the number of registered voters)
- Number of mail ballots cast for special nonpartisan contests only
- Percent of mail ballots cast for special nonpartisan contests only (total mail ballots cast for special nonpartisan contests only divided by the number of registered voters)
- Number of mail ballots invalidated due to multi-party voting
- Percent of mail ballots invalidated due to multi-party voting (total mail multi-party voting ballots divided by the number of registered voters)
- Voter service center turnout (number of ballots cast at a voter service center including political preference, multi-party voting, and special nonpartisan contests only ballots)
- Number of voter service center ballots cast for each political preference
- Number of voter service center ballots cast for special nonpartisan contests only
- Number of voter service center ballots invalidated due to multi-party voting

General Election Precinct Report

The general election precinct report contains the election results for a specific district/precinct. The Precinct Report shall be formatted in the same manner as the Summary Report except that the votes, turnout, and registration totals are reported for a specific district/precinct and separated by method of voting (mail or voter service center). The number of registered voters for a district/precinct is only reported with mail results, not voter service center results. The Precinct Reports shall contain the following information:

- Title of election (i.e., General Election)
- Name of jurisdiction (i.e., State of Hawaii)
- Title of report and report number (i.e., Summary Report 1, Final Summary Report)

- Scope of report – County specific or Statewide
- Date of election
- Date and time report produced
- Method of ballot cast for each precinct (i.e., mail, voter service center)
- Contest description
- Number of seats available in multiple seat contests
- Candidate names
- Candidate vote totals (votes cast for each candidate in that contest, listed in descending order)
- Percent of candidate vote totals (candidate vote totals divided by total votes cast for the contest)
- Ballot question vote totals – listed "Yes" votes and then "No" votes
- Percent of ballot question vote totals (vote totals divided by total votes cast for the contest)
- Blank vote per contest (number of ballots with no votes in that contest)
- Percent of blank vote per contest (blank votes per contest divided by total votes cast for that contest)
- Over vote per contest (number of ballots with more candidates voted for in that contest than the number of seats available)
- Percent of over vote per contest (over vote per contest divided by total votes cast for that contest)
- Number of registered voters assigned to the district/precinct
- Mail turnout (number of ballots cast by mail)
- Percent of mail turnout (mail turnout divided by number of registered voters)
- Voter service center turnout (number of ballots cast at a voter service center)

Statement of Vote (SOV)

The Statement of Vote Report provides a detailed list of the votes cast for each contest voted upon in the primary election and the general election. The Statement shall be printed on the contest for cause deadline. The Statement of Vote Report shall contain the following information:

- Title of election (i.e., primary election or general election)
- Name of jurisdiction
- Date of election
- Title of contest
- Method of ballot cast for each district/precinct (i.e., mail, voter service center)
- Number of registered voters per district/precinct
- Number of registered voters per district
- Number of registered voters per county
- Number of registered voters statewide
- Total mail turnout for each district/precinct
- Percent of mail turnout for each district/precinct (mail turnout for the district/precinct divided by number of registered voters for the district/precinct)
- Total voter service center turnout for each district/precinct
- Percent of voter service center turnout for each district/precinct (voter service center turnout for the district/precinct divided by number of registered voters for the district/precinct)
- Total turnout for each district
- Percent of total turnout by district (total turnout for the district divided by number of registered voters for the district)
- Total turnout by contest
- Percent of total turnout by contest (total turnout for the contest divided by number of registered voters eligible to vote for the contest)
- Total turnout by county

- Total turnout for the state
- Candidate names
- Candidate vote totals by mail and voter service center
- Candidate vote totals by district
- Candidate vote totals by contest

Quality Requirements

The Contractor shall ensure proper functionality of all voting equipment, components, and ancillary devices. Workmanship standards for fabrication and assembly of the proposed system shall meet or exceed standard commercial and industrial practice and shall assure that the proposed system components are free from damage or defect.

The voting and vote counting system shall be subject to a quality conformance inspection and test shall consist of an acceptance inspection and test, and a special inspection and test prior to each election.

The purpose of the acceptance inspection and test is to assure that each component of the proposed system and the system as a whole meets the minimum established functional performance requirements. The proposed system shall be subject to the acceptance test listed in **Appendix B: Special Requirements**. Acceptance inspection and test shall include quantifiable measurements when appropriate. The test may also include demonstrations consisting of uninstrumented testing where success is determined by observation alone. Failure of the acceptance inspection and test may void the award at no cost and without penalty to the State.

The purpose of the special inspection and test is to assure that certain critical requirements are satisfied by the performance of the voting system. Based upon the outcome of the acceptance inspection and test, the Office of Elections (OE) may determine that additional tests are needed to assure that these performance requirements are satisfied. Failure of the special inspection and test may void the award at no cost and without penalty to the State.

To conform with the quality requirements of this RFP, the proposed voting and vote counting system must meet the following characteristics for the acceptance inspection and test and special inspection and test:

Ballot: Each ballot format generated for a sample primary election and each ballot format generated for a sample general election shall be used to mark (marksense technology) or vote (DRE technology) test ballots in the pattern and quantity specified in the Contractor's Acceptance Test Plan (ATP).

Multilingual Capability: One ballot format generated for the sample primary election and one ballot format generated for the sample general election shall be produced in each of the languages that the voting system can accommodate.

Programming and Software Installation: Voting equipment shall be programmed for the sample primary election and sample general election. Correct programming shall be verified by performing a Logic & Accuracy test.

Equipment Readiness Tests: Voting equipment shall be activated to demonstrate that all built-in diagnostic tests are functioning as designed.

System Readiness Tests: All system hardware and software, inclusive of the voting equipment, shall be integrated and operated in a manner simulating the conduct of a primary election and a general election. This integration and operation shall include the simulation of inclusion of voter service center vote data, such other "clean-up" procedures as are authorized by the OE, and the production of all system-level reports.

Verification of Election Operations: A simulated primary election and a simulated general election shall be performed.

System Design: The OE will evaluate the Independent Testing Authority's Qualification Test Report and its conclusions regarding compliance with the requirements of the FEC Voting System Standards. The OE may, at its sole discretion, determine that additional special tests and examinations are required to assure compliance with its requirements.

System Security: The OE shall operate the system in accordance with its existing security procedures.

Retention Requirements

The proposed system shall contain provisions for maintaining the integrity of voting and audit data during an election and for a period of at least 22 months following an election pursuant to federal law. Any media device, memory card, or any other storage device containing voting or audit data, which must be maintained for a minimum of 22 months following an election, shall be the property of the OE, and will not be returned to the Contractor.

Packaging and Shipment

Processing for delivery shall be as specified herein or in the Final Agreement.

Waivers and Guidance

Some functional requirements for verification of some voting system attributes may be waived at the sole discretion of the State. These waivers, if granted, will be based on

analysis and data that provide assurance that the performance of the voting system during elections use will not be adversely affected by waiver of the demonstration requirement.

Unless otherwise specified by the Final Agreement or by direction of the State, all performance and design requirements of this product description shall apply without exception.

Appendix B: Ancillary Services Specifications and Requirements

This Appendix describes the minimum expectations for ancillary services to be provided by the Contractor. The Contractor shall be responsible for the maintenance and operation of the voting and vote counting system including but not limited to the following:

- Election programming
- Ballot printing, mailing, and materials (e.g., envelopes)
- Voting equipment programming, acceptance testing, and logic and accuracy testing
- Storing, delivering, and collecting voting equipment
- Training election staff and election officials
- Operation of central counters and tabulation
- Supporting voter service center

The Contractor shall provide administrative and technical support as required to facilitate the installation, integration, and activation of all hardware and software components of the voting and vote counting system during the term of the Final Agreement. The Contractor shall create, test, and program the election database in the State of Hawaii during the term of the Final Agreement.

The Contractor shall provide a sufficient number (at the State's sole discretion) of on-site technical and operational support in each County before, on, and after election days for election programming, preventative maintenance, acceptance testing, volume tests, logic and accuracy testing, counting of ballots, printing of results, etc., during the term of the Final Agreement.

These services have resulted in an on-site presence of the Contractor from approximately May to the end of November in even numbered years, when a regularly scheduled primary election and general election are held. This on-site presence has consisted of a mixture of subject matter experts from the Contractor and seasonal staff that they hire locally to support the use of the voting system.

Implementation Plan and Schedule

Offerors to this RFP shall submit an Implementation Plan and Schedule to conduct the election in the State of Hawaii. This Implementation Plan and Schedule includes on-site timeline, project, and task timelines to be read in conjunction with the pricing proposal for each election covered by this RFP, see **Appendix C: Price Elements**. Offerors to this RFP should provide additional relevant details and services as it relates specifically to their proposed voting and vote counting system. Offerors should also detail services that may be conducted by third-party vendors.

During the term of the contract, the Contractor agrees to provide an Implementation Plan and Schedule to the State for each election year. The Implementation Plan and Schedule shall minimally contain information about staffing, standard operating procedures, training documents, and any other services stated in the Final Agreement. The Implementation Plan shall be subject to review, revision, and approval by the State. A draft Implementation Plan and Schedule for the election shall be provided not later than June 15 of the non-election year to include the naming of a project manager. The Implementation Plan and Schedule for the election year shall be due by November 15 of the non-election year.

Ballot Production

The Contractor shall program, produce, print, send mail ballot packets, and deliver ballots (paper and electronic) based on the schedule provided by the State. The Contractor shall be responsible for the quality of printing. The ballot shall be printed in-state for quality assurance, proofing, and inventory. Similarly, the Contractor shall be responsible for the printing of mail ballot packet envelopes and materials. Mail ballot packets shall be assembled and sent in-state to meet statutory requirements, quality assurance, and inventory.

Electronic Transmission Ballot

The Contractor shall provide a ballot that can be sent to voters via electronic transmission to mark and return and be recreated as a tabulation-ready ballot that can be confirmed with the ballot returned by the voter. This ballot must be accessible to all voters. To the extent possible, the ballot marked and returned by the voter shall be able to print on one-sheet, letter-sized (8½" x 11") paper.

Maintenance and Logistics

The Contractor shall provide all materials and services required to operate and maintain the proposed voting and vote counting system during the period of performance of the Final Agreement. Logistic support material shall include the following documentation:

- System hardware specification, including system performance and design requirements, applicable design standards and compatibility requirements, equipment interface requirements, and a description of the system operating environment
- System software specification, including specifications for the system operating environment and interfaces between hardware components, software components and operator/user functions, and software test and verification specifications
- System operation manual, describing the system's hardware and software components, operational features, and procedures for invoking them, and support resources required to sustain system operation

- System maintenance procedures, identifying all maintenance and repair operations which will be performed by the Offeror, with procedures required to troubleshoot malfunctions, fault detection, fault isolation, equipment alignment or adjustment, and removal and replacement of failed components

Preventative Maintenance

The Contractor shall perform preventive maintenance on all hardware, software, equipment, and supplies before each election, and during the period of performance of this RFP and the Final Agreement. The preventive maintenance shall include the repair/replacement of failed modules and equipment and component repair/replacement normally performed at the factory level.

Spare and Repair Parts

The Contractor shall ensure proper functionality of all voting equipment, components, and ancillary devices. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices, unless a specific change is authorized by the State.

The Contractor shall provide all spare and repair parts necessary to support system operation during the period of performance of this RFP and the Final Agreement. The Contractor shall guarantee that spare and repair parts to support the proposed system shall be available to the State for a period of not less than 12 years from the date of the Final Agreement.

The Contractor shall maintain a stock of spare and repair parts necessary to support the proposed system without disruptions due to parts shortage or unavailability. The Contractor shall provide spare and repair parts within 1) 24 hours from July 1 to November 15 of an election year, excluding days when voter service centers are open, and ballots may be counted; 2) 30 minutes on days voter service centers are open and ballots are being counted; and 3) two days at any other time.

Quality Management

The Contractor shall maintain a quality management system covering all aspects of the design, fabrication, test, and delivery of the proposed system. The quality management system shall include records of all inspections and tests performed on all components of the proposed system. A test shall be performed before each election.

Configuration Management

The Contractor shall maintain a configuration management system covering the design, construction, and testing of all components of the proposed system. The configuration

management system shall include and identify the version of all documentation which establishes the size, form, fit, and function of all components of the proposed system.

Inventory Log

The Contractor shall provide the State with an inventory log containing the following information for the voting equipment:

- Identification and serial number
- Date of manufacture
- Date machine first used
- Dates machine serviced before election days
- Dates machine removed for repair
- Maintenance record (i.e., type of repair performed)
- Dates machine used
- Dates battery recharged
- Precinct assignment
- Central vote count system site assignment
- Vote storage device serial number, as applicable
- Date machine delivered to voter service center
- Date machine returned from the voter service center
- Identified problems

Storage

The Contractor shall be responsible for storage and warehousing of the voting and vote counting system. In such proposal, the Offeror shall be responsible for and delivery of equipment to the Neighbor Island Counties in advance of 1) training and 2) logic and accuracy testing. Additionally, the Contractor shall provide storage for the proposed system when not in use during an election year.

Delivery

The Contractor shall provide delivery of the proposed system to, and retrieval from, voter service centers in accordance with the terms of this RFP and the Final Agreement, and pursuant to the specific timetables and instructions determined by the State from time to time.

Acceptance Testing

The Contractor shall provide administrative and technical support as required for system acceptance testing. Acceptance testing shall consist of the setup and operation of all deliverable operating hardware and software components. The Contractor's support of acceptance testing shall include the preparation of a test schedule consistent with the State's

schedule for delivery and deployment of the required quantity of hardware and software components.

The Acceptance Test Plan (ATP) submitted by the Contractor shall identify all tests necessary to demonstrate compliance with the requirements of **Appendix A: Voting and Vote Counting System Specifications and Requirements**. The ATP shall include a table or matrix which lists each requirement of the product description and the corresponding test procedure, which verify compliance with that requirement.

Preliminary Acceptance Test Operations

The Offeror must minimally:

- Provide a test plan and procedures
- Provide all personnel required to conduct the acceptance testing
- Provide all training material required to support acceptance testing
- Define and generate test ballot layouts to support a sample primary election and a sample general election
- Build election-specific files
- Build election firmware and software
- Prepare, produce, and print test ballots
- Define test ballot voting patterns, if applicable
- Validate all test election materials

System Setup and Installation

The Contractor must minimally:

- Conduct all functional tests required to verify proper installation and operation
- Install and verify installation of test election software and firmware, including that which is required to support equipment operation, report generation, and local and/or remote communications, as applicable
- Conduct system readiness tests
- Verify pre-election readiness

Simulated Election Test Operations, In-Person Voting Equipment

The Contractor must minimally:

- Program memory devices
- Perform all pre-election tests as specified by OE, including logic and accuracy tests
- Print audit records
- Initialize voting equipment and simulate opening of the polls
- Count test ballots
- Cast test ballots
- Close the polls
- Print voter service center data reports
- Transfer secure voter service center data to a host computer
- Accumulate memory devices and demonstrate data integrity on a host computer

Simulated Election Test Operations, Counting Center Voting and Tabulation Equipment

The Contractor must minimally:

- Program memory devices
- Perform all pre-election tests as specified by OE, including logic and accuracy tests
- Print audit records
- Initialize voting and tabulation equipment
- Count test ballots
- Print central vote count data reports
- Consolidate central vote count data and voter service center voting data
- Perform procedures for inclusion of uncounted voter service center ballots
- Perform procedures to tabulate and compile result reports

Modifications to Tested Systems

Any modifications to hardware or software after the proposed system has completed qualification or acceptance testing shall require further examination and testing. Software packages used on different hardware than that used during qualification or acceptance testing will require a similar review. A test authority may be used to determine what re-qualification tests must be performed. In the instance of software modifications, full software re-qualification will be performed by the Contractor. Re-qualification shall include documentation of changes as well as certification that unit, module, and system components have been completely tested, at no expense to the State.

Logic and Accuracy Testing

The schedule of logic and accuracy tests shall be provided by the State to be conducted in each County by Official Observers designated by the State. The Contractor shall be

responsible for the operation of the voting and vote counting system including but not limited to:

- Programming, opening, and closing the voting equipment
- Producing and distributing vote data reports
- Assigning and preparing the voting equipment for in-person voting to be deployed

The logic and accuracy test of the in-person voting equipment will be conducted approximately one month prior to the election to assign and secure the equipment to be deployed to voter service centers. The Contractor shall provide staff and facility to support each logic and accuracy test and provide procedures and training.

The logic and accuracy test of the central counters will be conducted approximately two weeks prior to the election simultaneously at each counting center across the four Counties. In addition to testing the logic and accuracy of the central counters, the Contractor will conduct a wide area network test to ensure the transmission and compilation of result reports. The Contractor shall provide staff to support each counting center and provide procedures and training.

Additionally, the Contractor will conduct a logic and accuracy test prior to counting ballots for the election, at the conclusion of the election, and upon request.

Counting Center Set Up and Break Down

The Contractor shall be responsible for set up and break down of the central counters and tabulation at each counting center within a timetable specified by the State. In general, the counting center must be set up and tested within a two-week period prior to the logic and accuracy test of the central counters; and break down the equipment at the expiration of the contest period following the general election. However, the State may deem it necessary to break down the counting center between the primary and general elections.

Training

The Contractor shall be responsible for preparation of training materials and conduct of training, and measure of effectiveness. The Contractor shall provide at least four sets of training equipment, one for each County. The Contractor shall be responsible for the transport, set up, and break down of the voting equipment for each training as specified by the State.

Training shall cover all aspects of system preparation, ballot preparation, pre-election testing, equipment installation and operation, opening the polls, assisting voters, troubleshooting voting equipment, closing polls, voting and audit data report generation and processing, post-election testing, and preparation of equipment for storage. In addition, the Office of Elections (OE) staff training shall cover any updates, changes, or modifications to the

proposed system, and shall be provided from time to time during the term of this RFP and the Final Agreement, promptly after such updates, changes or modifications are made.

Voter Training

Voter training shall provide before each election during the term of this RFP and the Final Agreement. Such training shall consist of written material, video, graphic aids, and system demonstrators for use by election officials in assisting voters to vote and cast their ballots. This training material should include introductory and descriptive material for release to the media, and for inclusion in sample ballot packages distributed before an election.

Additionally, the Contractor shall provide accessible demonstration and training equipment as specified by the State.

Voter Service Center Support

The Contractor shall be responsible for troubleshooting voting equipment issues at the voter service center by phone and in the field. Troubleshooters in the field shall be trained to operate the voting equipment including but not limited to opening the polls, connectivity issues, error codes, replacing equipment, closing the polls, and be provided spare equipment in case of equipment malfunction. Additionally, the Contractor shall provide a report of usage of each piece of voting equipment, daily, for the duration of the voter service centers.

The Contractor must provide a support plan for each voter service center including but not limited to staff assigned to the location, delivery schedule, and troubleshooting procedures. The support plan shall be due to the State 30 days prior to the opening of the voter service centers for each election.

Counting Center Support

The Contractor shall provide sufficient staff at each counting center to operate, clean, and maintain the central counters; produce ballots on demand for duplication; produce tabulation-ready ballots for accessible electronic transmission ballots; tabulate and compile result reports; and receive equipment at the counting center upon the close of polls within the time period specified and required by the State. Additionally, the Contractor shall provide a report of usage of each piece of voting equipment, daily, for the duration of the counting of ballots.

Post-Election Support

Following election day operations, the Contractor shall support post-election counting of provisional ballots, automatic recounts, and any other ballots as provided by law, as well as the release of subsequent result reports. Post-elections count may take place in each County.

The Contractor agrees to provide the State with all hardware components, software components, and ancillary services noted in this RFP or any combination thereof, in the event of an election challenge, contest, recount, review, or inquiry at no additional cost to the State during the term of the Final Agreement.

The Contractor agrees to pay for all costs associated with conducting a recount or review of election results.

Additionally, the Contractor shall generate and provide audit reports of all equipment used in an election including but not limited to date and time of opening and closing the equipment, time of votes cast, number of votes cast, and any other malfunction or transaction that may have occurred; as well as documentation that the equipment has been reset for subsequent elections.

Appendix C: Price Elements

The scope of services required by this RFP involves contracting with a single Offeror to lease a voting and vote counting system and procure ancillary services. The ancillary services include but are not limited to, project management, election set up, ballot production, voting equipment maintenance and testing, training, voter education, logic and accuracy test support, voter service center support, counting center support, and post-election support, as described in **Appendix B: Ancillary Services Specifications and Requirements**.

The Offeror is expected to detail the price elements, for each election provided by this RFP, to be read in conjunction with the proposed Implementation Plan and Schedule and proposal price, which will represent contractual obligations to the Offeror.

The Offeror shall provide a table of the projected labor costs for each proposed ancillary service described in their proposal for each year of the contract. The Offeror will describe the position, type (employee, contractor, temporary), hourly rate, projected number hours, expenses, and the type of work tasked to the position. The Offeror should use the categories that are consistent with their approach to the project, keeping in mind that the State needs to determine if the proposal is reasonable and that the categorization of labor and non-labor items will facilitate that determination.

Note: In fulfilling the requirements of this RFP, blended hourly rates are not permissible. The State understands that higher hourly rate employees will not be used if lower hourly rate workers can reasonably provide the necessary services (i.e., a program manager will not perform assistant work, except in an emergency situation which was not the result of poor planning or execution).

Election Year Labor

All hours will be tracked by the Contractor and reported to the State monthly. If the number of actual hours used is less than the number budgeted by the Offeror for the Contract, including any options to extend that may have been exercised, the unused hours will, at the option of the State, be saved for future election use or serve to reduce the contract price for that election. Within the time of performance, if the number of hours is more than what was budgeted by the Contractor, the State will not be charged as this is a fixed price contract. The Offeror bears any risk of the number of hours actually being necessary to complete the contract being greater than what it estimated. As such, Offeror are discouraged from inflating or minimizing their estimate of the amount of labor that will be necessary to fulfill its obligations under the contract.

SAMPLE Labor Table for Logic and Accuracy Testing

The following table is a SAMPLE for demonstration purposes only. It is the expectation of the State that the Offeror determine and provide original cost elements tables for each ancillary service described in their proposal for their voting and vote counting system. The State

understands that each Offeror may intend to have different types of positions and tasks. However, the Offeror must minimally comply with the expectations provided in **Appendix B: Ancillary Services Specifications and Requirements**.

<u>Position</u>	<u>Type</u>	<u>Rate</u>	<u>Hours</u>	<u>Expense</u>	<u>Task</u>
Project Manager	Employee	[Hourly]	[No. Hours]	[Rate x Hours]	Administer Logic and Accuracy Test for in-person voting in each County.
Ballot Manager	Employee	[Hourly]	[No. Hours]	[Rate x Hours]	Produce computer-generated tally reports in each County.
Training Manager	Employee	[Hourly]	[No. Hours]	[Rate x Hours]	Prepare temporary hires to operate the voting equipment for Official Observers.
Warehouse Manager	Employee	[Hourly]	[No. Hours]	[Rate x Hours]	Set up and prepare voting equipment. Honolulu only.

Election Year Non-Labor

The Contractor shall also provide cost element tables for non-labor related costs including but not limited to the following:

- Description of item
- Quantity included in the proposal
- Unit of measurement
- Vendor (Contractor, third-party vendor, commercial off the shelf)
- Per unit price
- Total price

The Offeror shall provide cost element tables for 1) voting hardware and components; 2) voting software and components; 3) other hardware; 4) travel; 5) lodging; and 6) any other cost elements proposed by the Offeror such as ballot printing, transportation, and mailing services to include envelope printing. The Offeror shall provide a total project expense for each table for each election of the terms of the contract.

Appendix D: Special Requirements

Special Election Support

The Contractor agrees to provide the State with all hardware components, software components, and ancillary services noted in this RFP or any combination thereof, in the event of a special election not held in conjunction with the primary and general elections during the term of the Final Agreement.

The State does not expect the Offeror to be responsible for the cost of an unscheduled special election. However, the State or Counties will not be charged for the use of the voting system equipment for any unscheduled special election held during the term of the contract or any extension. In the event of a special election, the State or Counties will only be charged for consumables, ballots, or technical and operational support, as they may request, if they choose to use the voting system.

Liquidated Damages

The following liquidated damages provisions presume that all voters will be able to vote during polling hours through election day, and that all ballots will be properly counted by the end of the election day. As such, matters relating to voting equipment not counting ballots properly, polling hours having to be extended due to equipment issues, lack of ballots for voters to vote on, problems discovered after the close of polls, and other matters relating to voters not being able to vote during polling hours or the miscounting of ballots shall not be covered by these liquidated damages provisions. The Contractor agrees to the following liquidated damages:

Inadequate Support Staff: The Offeror shall provide adequate support staff (at the State's sole discretion) before, on, and after election days. Failure to provide adequate support staff by the date specified in the Final implementation Plan shall result in damages of \$300.00 per day.

In-Person Voting Equipment at Voter Service Centers: Failure to repair or replace a non-functioning voting equipment during the operation of a voter service center within 30 minutes shall result in damages equivalent to the unit cost of the voting equipment.

Central Counters: Failure to repair or replace a non-functioning central counter used at the counting center within 30 minutes on election days shall result in damages equivalent to the unit cost of the central counter.

Ancillary Services, Hardware Component, and Software Components: Failure to repair or replace a non-functioning ancillary service, hardware component, or software component within 30 minutes on election days or during the operation of the voter

service centers shall result in damages equivalent to \$100.00 or the unit cost of the ancillary service, hardware, or software component, whichever is greater.

Ballot Delivery: Failure to deliver ballots by the dates specified in the election Implementation Plan and Schedule shall result in damages of \$1,000.00 per day that the ballots are late.

Incorrectly Printed Ballots: An incorrectly printed ballot is any ballot that 1) contains an incorrect contest, candidate, measure, county designation, footprint, or ballot code; 2) is missing a contest, candidate, measure, county designation, footprint, or ballot code; 3) contains any other incorrect information; and/or 4) contains a printing/production defect. Incorrectly printed ballots discovered before ballot packets are mailed shall result in damages of \$500.00 per ballot found. Incorrectly printed ballots discovered after mail ballot packets have been delivered shall result in damages of \$1,000.00 per ballot found. Liquidated damages for incorrectly printed ballots shall not exceed \$20,000 per district/precinct for ballots intended for mail, and \$20,000 per district/precinct for ballots intended for voter service centers.

Result Reports: Failure to provide the State with correct and accurate result reports on election day shall result in damages of \$500.00 per day.

Election Database Verification Reports: Failure to provide the State with election database verification reports upon completion of programming the election database or by the dates specified in the election Implementation Plan and Schedule shall result in damages of \$500.00 per day.

Implementation Plan and Schedule: Failure to comply with the Implementation Plan and Schedule shall result in damages of \$500.00 per day per delinquent items or tasks excluding ballots, result reports, and election database verification reports.

Payment Schedule

The Contractor shall issue an invoice for the amount it believes due specifying the amount due for each election. Half of the total amount due for the election shall be made no later than June 20 of the election year. The remaining balance shall be paid 30 days after performance, delivery, and completion of services for the election. In the event of an election contest/challenge, 50% of the remaining balance shall be paid. Final payment shall be paid upon conclusion of the contest/challenge.

Appendix E: State's Questions to Offerors

The Offeror must answer the following questions as completely as possible.

1. General

- 1.1. Does the company conduct "full-service" elections (e.g., print ballots, on-site programming and testing of the election, training election officials, deliver voting equipment, operate central count and tabulation) in any other jurisdictions?
- 1.2. How many times was the winner of an election overturned by the result of a recount? Describe the number of recounts your company has experienced.
- 1.3. What is the expected life span of the proposed system?

2. Election Programming

- 2.1. What is the maximum number of ballot types the proposed system can accommodate?
- 2.2. What is the maximum number of contests the proposed system can accommodate?
- 2.3. What is the maximum number of political parties the proposed system can accommodate?
- 2.4. What is the maximum number of candidates the proposed system can accommodate?
- 2.5. Can the proposed system accommodate *single-party*, *open*, *closed*, and *blanket* primary elections? If yes, please explain the following in related to ballot layout and result reporting:
 - 2.5.1. How does the proposed system accommodate a *single-party* primary with partisan and special nonpartisan contests?
 - 2.5.2. How does the proposed system accommodate *slate* or *straight-party* voting?
- 2.6. Can the proposed system directly import data (e.g., district/precincts, contests, candidate names)? If so, what types of electronic formats does the system accept?

- 2.7. How does the proposed system import and create the audio files for the DRE ballot?
- 2.8. Describe the process and timeline to create the ballot and program the vote counting system. Are there proofing reports available (e.g., ballot layout, zero result reports)?
- 2.9. How does the system create a paper and electronic ballot and how will it be compiled to produce the result reports?
- 2.10. Can the proposed voting and vote counting system implement ranked choice voting? Describe how it works and any jurisdictions where it is used.
- 2.11. What data does the proposed system require to program an election and what format is required?
- 2.12. What are the steps to reset the voting equipment and anticipated timeline?

3. Ballot Layout and Design

- 3.1. Describe the typical layout of the proposed system paper and electronic ballot and how it is used in other jurisdictions.
- 3.2. What are the available dimensions of a ballot? Approximately how many voting positions are possible by size?
- 3.3. How many characters for a candidate name does the proposed system accommodate?
- 3.4. What is the standard size and font used on the ballot?
- 3.5. Can the proposed system use diacritical marks?
- 3.6. Can the proposed system accommodate colored ballots and/or background designs? How does that affect printing quality, cost, and counting accuracy?
- 3.7. How many columns is the ballot for the proposed system?
- 3.8. Is the ballot text-based or can it accommodate images?
- 3.9. Paper Ballots
 - 3.9.1. What are the paper quality specifications associated with the proposed system? Describe how it affects ballot processing and counting.

3.9.2. Does the paper ballot have to be purchased through your company?

3.9.3. How would humidity affect ballot marking, processing, and counting?

4. Ballot Creation

- 4.1. Can the proposed system accommodate two or more ballots per voter? If yes, explain how the ballots are counted and results reported.
- 4.2. Can the proposed system accommodate more than one ballot sheet in a single-party primary and detect multi-party voting?
- 4.3. How does the proposed system lay out teams of candidates (e.g., U.S. president and vice president, governor and lieutenant governor)?
- 4.4. How does the proposed system address ballots in multiple languages? Is the proposed system capable of a multi-language ballot (e.g., English and Hawaiian)?
- 4.5. Is the proposed system certified for the Hawaiian language?
- 4.6. Can the proposed system generate digital facsimile ballots? What format can the system provide digital ballots?
- 4.7. What steps and precautions are in place to identify issues or errors? Can the proposed system accommodate manual corrections/changes to automatically generated ballot, ballot types, and/or candidate data?
- 4.8. How does the proposed system handle write-in voting?
- 4.9. Can the proposed system rotate candidate names? If yes, what are the limitations, if any?
- 4.10. Does your system produce an accessible alternative format ballot that can produce a tabulation-ready ballot? If yes, describe how it works and how it has been used in other jurisdictions. If no, have you worked with a vendor to provide such system?
- 4.11. Describe how test ballots are programmed and created. Can the test ballots be serially numbered?

5. Ballot Printing

- 5.1. Have you worked with a printing company to ensure the quality control of the ballot? Describe your experience.

- 5.2. What steps are taken to ensure quality control and/or train or certify a local printing company?
- 5.3. Have you worked with a mailing house to send out ballots on behalf of a jurisdiction?
- 5.4. What steps are taken to ensure quality control and/or train or certify a local mailing house
- 5.5. Does the proposed system allow for on-demand ballot printing? What is the projected output capability?

6. Ballot Marking

- 6.1. What marking devices are recommended for the paper ballot?
- 6.2. Is the accessible voting equipment compatible with personal devices? What devices?
- 6.3. Is there a component for a voter to receive and vote and accessible alternative format ballot via electronic transmission and print a tabulation-ready ballot?

7. Voting Equipment

- 7.1. What is the recommended ratio of voters to voting equipment for voter service centers?
- 7.2. What is the recommended ratio to ballots to central counters?
- 7.3. What is thee recommended ratio of spare equipment?
- 7.4. Describe the quality control procedures followed by your company to ensure proper installation, programming, assignment, operation, and preventative maintenance regimen of all hardware and software components of the proposed system.
- 7.5. What types of reports are available to ensure proper programming, assignment, and functionality?
- 7.6. Describe the process and timeline for preventative maintenance and acceptance testing.
- 7.7. Describe the voter's experience casting their ballot. What instruction are available to assist the voter?

- 7.8. What is the average time a voter spends casting their ballot using the in-person voting equipment?
- 7.9. How is each piece of equipment secured?
- 7.10. How many paper ballots can a ballot counter receptacle hold? How is it secured?
- 7.11. How many people are required for set up, operation, and break down of each type of voting equipment?
- 7.12. What is the expected time for setting up each component for in-person voting equipment?
- 7.13. What is the expected time for breaking down each component for in-person voting equipment?
- 7.14. How much space is required to store and operate the proposed system?
- 7.15. What is the guaranteed response time for each component of the vote counting system to equipment issues in other jurisdictions? How many technicians are assigned to each polling place or area?

8. Vote Counting

- 8.1. Describe the acceptable marks expected to constitute a paper ballot.
- 8.2. Are there technological differences and standards between the in-person voting equipment and central counter? If yes, describe and indicate how it may affect an audit or recount.
- 8.3. What constitutes a blank vote and an over vote? How is it reported on the results?
- 8.4. What is the throughput and processing time for the proposed system's central count? What is your anticipated timeline?
- 8.5. How does the proposed system ensure a ballot cannot be counted more than once?
- 8.6. Do folds or creases on a voted ballot adversely impact the accuracy of the proposed system?
- 8.7. Does the proposed system detect patterns by voters to ignore stray marks?

- 8.8. How does the proposed system address paper jams for each component of the vote counting system?
- 8.9. How are votes secured, stored, and transmitted?
- 8.10. What redundancies are in place to ensure the accuracy and security of each piece of voting equipment?
- 8.11. What are all conditions that would prevent a ballot from being counted?
- 8.12. How does your company ensure the accuracy and integrity of the result reports?
- 8.13. Describe the procedures for transmitting and compiling result reports.

9. Training and Education

- 9.1. Has your company provided education and training to voters and election officials in jurisdictions comparable in size (voter registration) to the State? Describe the services provided.
- 9.2. What methods has your company used to educate election officials and the public about the proposed system?
- 9.3. Describe your proposed training for election officials and any subcontractors to ensure the conditions of the contract are met.
- 9.4. Does your company provide education materials in alternate formats – Braille, audio, languages?

Appendix F: 2020 Ballot Type Table

County	D/P	Congressional District	Senate District	Council District
Hawaii	01-01	II	4	1
Hawaii	01-02	II	4	1
Hawaii	01-03	II	4	1
Hawaii	01-04	II	4	1
Hawaii	01-05	II	4	1
Hawaii	01-06	II	4	1
Hawaii	01-07	II	1	1
Hawaii	01-08	II	1	2
Hawaii	01-09	II	1	2
Hawaii	02-01	II	1	2
Hawaii	02-02	II	1	3
Hawaii	02-03	II	1	3
Hawaii	02-04	II	1	3
Hawaii	02-05	II	1	2
Hawaii	03-01	II	1	3
Hawaii	03-02	II	2	3
Hawaii	03-03	II	2	4
Hawaii	03-04	II	2	5
Hawaii	03-05	II	2	5
Hawaii	03-06	II	2	6
Hawaii	03-07	II	2	6
Hawaii	04-01	II	2	4
Hawaii	04-02	II	2	4
Hawaii	04-03	II	2	5
Hawaii	04-04	II	2	4
Hawaii	05-01	II	3	6
Hawaii	05-02	II	3	6
Hawaii	05-03	II	3	6
Hawaii	05-04	II	3	6

County	D/P	Congressional District	Senate District	Council District
Hawaii	05-05	II	3	6
Hawaii	05-06	II	3	6
Hawaii	05-07	II	3	7
Hawaii	05-08	II	3	7
Hawaii	06-01	II	3	7
Hawaii	06-02	II	3	7
Hawaii	06-03	II	3	8
Hawaii	06-04	II	3	8
Hawaii	06-05	II	4	8
Hawaii	07-01	II	4	8
Hawaii	07-02	II	4	9
Hawaii	07-03	II	4	9
Hawaii	07-04	II	4	9
Hawaii	07-05	II	4	1
Maui	08-01	II	5	AT-LARGE
Maui	08-02	II	5	AT-LARGE
Maui	08-03	II	5	AT-LARGE
Maui	08-04	II	5	AT-LARGE
Maui	08-05	II	5	AT-LARGE
Maui	08-06	II	5	AT-LARGE
Maui	08-07	II	5	AT-LARGE
Maui	09-01	II	5	AT-LARGE
Maui	09-02	II	5	AT-LARGE
Maui	09-03	II	5	AT-LARGE
Maui	09-04	II	5	AT-LARGE
Maui	10-01	II	6	AT-LARGE
Maui	10-02	II	6	AT-LARGE
Maui	10-03	II	6	AT-LARGE
Maui	10-04	II	6	AT-LARGE
Maui	10-05	II	6	AT-LARGE
Maui	11-01	II	6	AT-LARGE

County	D/P	Congressional District	Senate District	Council District
Maui	11-02	II	6	AT-LARGE
Maui	11-03	II	6	AT-LARGE
Maui	11-04	II	6	AT-LARGE
Maui	12-01	II	7	AT-LARGE
Maui	12-02	II	7	AT-LARGE
Maui	12-03	II	7	AT-LARGE
Maui	12-04	II	7	AT-LARGE
Maui	12-05	II	7	AT-LARGE
Maui	12-06	II	7	AT-LARGE
Maui	13-01	II	7	AT-LARGE
Maui	13-02	II	7	AT-LARGE
Maui	13-03	II	7	AT-LARGE
Maui	13-04	II	7	AT-LARGE
Maui	13-05	II	7	AT-LARGE
Maui	13-06	II	7	AT-LARGE
Maui	13-07	II	7	AT-LARGE
Maui	13-08	II	7	AT-LARGE
Kalawao	13-09	II	7	
Kauai	14-01	II	8	AT-LARGE
Kauai	14-02	II	8	AT-LARGE
Kauai	14-03	II	8	AT-LARGE
Kauai	14-04	II	8	AT-LARGE
Kauai	14-05	II	8	AT-LARGE
Kauai	15-01	II	8	AT-LARGE
Kauai	15-02	II	8	AT-LARGE
Kauai	15-03	II	8	AT-LARGE
Kauai	15-04	II	8	AT-LARGE
Kauai	15-05	II	8	AT-LARGE
Kauai	16-01	II	8	AT-LARGE
Kauai	16-02	II	8	AT-LARGE
Kauai	16-03	II	8	AT-LARGE

County	D/P	Congressional District	Senate District	Council District
Kauai	16-04	II	8	AT-LARGE
Kauai	16-05	II	8	AT-LARGE
Kauai	16-06	II	8	AT-LARGE
Honolulu	17-01	I	25	IV
Honolulu	17-02	I	25	IV
Honolulu	17-03	I	9	IV
Honolulu	17-04	I	9	IV
Honolulu	18-01	I	9	IV
Honolulu	18-02	I	9	IV
Honolulu	18-03	I	9	IV
Honolulu	18-04	I	9	IV
Honolulu	19-01	I	9	IV
Honolulu	19-02	I	9	IV
Honolulu	19-03	I	9	IV
Honolulu	19-04	I	10	IV
Honolulu	19-05	I	10	V
Honolulu	20-01	I	10	IV
Honolulu	20-02	I	10	V
Honolulu	20-03	I	10	V
Honolulu	20-04	I	10	V
Honolulu	21-01	I	10	IV
Honolulu	21-02	I	10	V
Honolulu	21-03	I	10	V
Honolulu	21-04	I	12	V
Honolulu	22-01	I	12	IV
Honolulu	22-02	I	12	IV
Honolulu	22-03	I	12	V
Honolulu	23-01	I	10	V
Honolulu	23-02	I	11	V
Honolulu	23-03	I	12	V
Honolulu	23-04	I	11	V

County	D/P	Congressional District	Senate District	Council District
Honolulu	23-05	I	11	V
Honolulu	24-01	I	12	V
Honolulu	24-02	I	11	V
Honolulu	24-03	I	11	VI
Honolulu	24-04	I	11	VI
Honolulu	25-01	I	11	V
Honolulu	25-02	I	11	VI
Honolulu	25-03	I	11	VI
Honolulu	25-04	I	13	VI
Honolulu	25-05	I	13	VI
Honolulu	26-01	I	12	V
Honolulu	26-02	I	12	IV
Honolulu	26-03	I	12	V
Honolulu	26-04	I	11	V
Honolulu	26-05	I	11	VI
Honolulu	26-06	I	12	VI
Honolulu	26-07	I	13	VI
Honolulu	27-01	I	13	VI
Honolulu	27-02	I	13	VII
Honolulu	27-03	I	13	VI
Honolulu	27-04	I	14	VI
Honolulu	27-05	I	14	VII
Honolulu	28-01	I	14	VII
Honolulu	28-02	I	14	VI
Honolulu	28-03	I	14	VI
Honolulu	28-04	I	14	VI
Honolulu	29-01	I	13	VI
Honolulu	29-02	I	13	VII
Honolulu	29-03	I	15	VII
Honolulu	29-04	I	14	VII
Honolulu	30-01	I	14	VII

County	D/P	Congressional District	Senate District	Council District
Honolulu	30-02	I	15	VII
Honolulu	30-03	I	15	VII
Honolulu	30-04	I	16	VII
Honolulu	31-01	I	14	VI
Honolulu	31-02	I	15	VII
Honolulu	31-03	I	15	VII
Honolulu	31-04	I	14	VI
Honolulu	31-05	I	16	VIII
Honolulu	32-01	I	14	VI
Honolulu	32-02	I	15	VII
Honolulu	32-03	I	15	VII
Honolulu	33-01	I	14	VI
Honolulu	33-02	I	14	VIII
Honolulu	33-03	I	16	VIII
Honolulu	33-04	I	16	VI
Honolulu	33-05	I	16	VIII
Honolulu	33-06	I	16	VIII
Honolulu	34-01	I	16	VIII
Honolulu	34-02	I	16	VIII
Honolulu	34-03	I	17	VIII
Honolulu	35-01	I	16	VIII
Honolulu	35-02	I	17	VIII
Honolulu	35-03	I	20	VIII
Honolulu	35-04	I	17	VIII
Honolulu	35-05	I	18	IX
Honolulu	35-06	I	17	VIII
Honolulu	36-01	I	22	II
Honolulu	36-02	I	22	II
Honolulu	36-03	I	18	IX
Honolulu	37-01	I	18	VIII
Honolulu	37-02	I	18	IX

County	D/P	Congressional District	Senate District	Council District
Honolulu	37-03	I	18	IX
Honolulu	37-04	I	18	IX
Honolulu	38-01	I	17	VIII
Honolulu	38-02	I	17	VIII
Honolulu	38-03	I	17	IX
Honolulu	38-04	I	20	IX
Honolulu	39-01	I	17	IX
Honolulu	39-02	II	18	IX
Honolulu	39-03	I	20	IX
Honolulu	39-04	II	20	I
Honolulu	39-05	II	20	IX
Honolulu	40-01	I	20	IX
Honolulu	40-02	I	19	IX
Honolulu	40-03	I	19	IX
Honolulu	40-04	I	19	I
Honolulu	41-01	I	19	IX
Honolulu	41-02	I	19	I
Honolulu	41-03	I	19	IX
Honolulu	41-04	I	20	IX
Honolulu	41-05	I	19	I
Honolulu	42-01	I	20	I
Honolulu	42-02	II	20	I
Honolulu	42-03	II	20	I
Honolulu	42-04	I	20	I
Honolulu	43-01	I	20	IX
Honolulu	43-02	I	20	I
Honolulu	43-03	I	21	I
Honolulu	43-04	II	21	I
Honolulu	43-05	II	21	I
Honolulu	44-01	II	21	I
Honolulu	44-02	II	21	I

County	D/P	Congressional District	Senate District	Council District
Honolulu	45-01	I	18	IX
Honolulu	45-02	I	22	II
Honolulu	45-03	II	22	II
Honolulu	45-04	II	23	II
Honolulu	45-05	II	23	IX
Honolulu	46-01	I	22	II
Honolulu	46-02	II	22	II
Honolulu	46-03	II	22	II
Honolulu	46-04	II	22	II
Honolulu	47-01	II	23	II
Honolulu	47-02	II	23	II
Honolulu	47-03	II	23	II
Honolulu	47-04	II	23	II
Honolulu	48-01	II	23	II
Honolulu	48-02	II	23	III
Honolulu	48-03	II	24	III
Honolulu	48-04	II	23	III
Honolulu	48-05	II	24	III
Honolulu	48-06	II	24	III
Honolulu	49-01	II	24	III
Honolulu	49-02	II	24	III
Honolulu	49-03	II	24	III
Honolulu	49-04	II	24	III
Honolulu	49-05	II	24	III
Honolulu	49-06	II	25	III
Honolulu	50-01	II	24	III
Honolulu	50-02	II	25	III
Honolulu	50-03	II	25	III
Honolulu	50-04	II	24	III
Honolulu	51-01	II	24	III
Honolulu	51-02	II	25	III

County	D/P	Congressional District	Senate District	Council District
Honolulu	51-03	II	25	III
Honolulu	51-04	II	25	III
Honolulu	51-05	II	25	III
Honolulu	51-06	II	25	III

Attachments

Offer Form OF-1

Offer Form OF-2

SPO-013 Certificate of Current Cost-Pricing Data

AG General Conditions

Offer Form OF-1

RFP-19-001-SW

Voting and Vote Counting System and Ancillary Service

Procurement Officer

Office of Elections

State of Hawaii

Pearl City, Hawaii 96782

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the RFP attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation (STATE OF INCORPORATION _____) ☐ Joint Venture

☐ Other: _____

Hawaii General Excise Tax License I.D. No.: _____

Federal I.D. No.: _____

Business address: _____

City, State, Zip Code: _____

Payment address (if different than business address): _____

City, State, Zip Code: _____

Respectfully submitted:

Authorize Original Signature

Date

Name

Title

Exact Legal Name of Company*

Telephone Number

Fax Number

Offeror's Email

* If the Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

Offer Form OF-2

The following offer is hereby submitted for the Services of a Voting System to collect, tabulate and report votes for all Primary, General, and Special Elections for the State of Hawaii, Department of Accounting and General Services, Office of Elections:

Proposal Price for Initial Term

Election Year*	Price**
2022	
2024	
2026	
Grand Total***	

*As it relates to the term "Election Year" used throughout this offer form, this refers to a minimum of twenty-four months starting from the day after the prior regularly scheduled General Election to December 31st of a regularly scheduled general election year (i.e. even numbered years) or the conclusion of any litigation, recount, new election associated with the litigation, whichever is longer.

**All prices should be based on the sum of the tables provided by the Offeror pursuant to Appendix C: Price Elements. For example, the Election Year 2022 Price should equal (=) 2022 Projected Labor Cost Tables plus (+) 2022 Non-Labor Cost Table. The Grand Total = Election Year 2022 Price + Election Year 2024 Price + Election Year 2026 Price.

***In terms of scoring price, the grand total price will be used for calculation purposes. The price for each election year should come directly from the corresponding tables generated by the Offeror. Nothing will prevent the State or Counties from obtaining additional consumables, ballots, or technical services separately from other vendors, in connection with the voting system being provided by the Offeror. The Offeror will cooperate in ensuring that those consumables, ballots, or technical services are successfully integrated and utilized as part of the voting system.

The State does not expect the Offeror to be responsible for the cost of unscheduled special election. However, the State or Counties will not be charged for the use of the voting system equipment for any unscheduled special election held during the term of the contract or any extension. In the event of a Special Election, the State or Counties will only be charged for consumables, ballots, or technical and operational support, as they may request, if they choose to use the voting system. What the vendor would charge for those goods and services should be listed as provided by the requirements of Appendix C. Nothing will prevent the State or Counties from obtaining consumables, ballots, or technical services separately from other vendors, in connection with the voting system being provided by the vendor. Additionally, while the State may choose to separately negotiate with the successful vendor on the conducting of a non-regularly scheduled election, any prices stated by the vendor in this form constitute a firm offer by the vendor that cannot be revoked by the vendor.

Company Name

Authorized Signature

Date

Wage Certificate for Service Contracts

See Section 5: Special Provisions

RFP-19-001-SW

Voting and Vote Counting System and Ancillary Service

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Company Name

Authorized Signature

Date

STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of _____*, are accurate, complete, and current as of _____**.”
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Vendor / Firm:	Date of Execution: ***
Name:	Title

(Signature)

(Print Name and Title)

(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.