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IN THE CIRCUIT COURT OF SECOND CIRCUIT

STATE OF HAWAII

ROBERT G. BABSON, Jr., ANN C. BABSON, )	Civil No. 08-1-0378(3)
JOY BRANN, PAULA BROCK, and DANIEL )	(Declaratory Action and Injunction)
GRANTHAM, )	)
Plaintiffs )	MOTION FOR RESTRAINING ORDER
vs. )	AND ORDER TO SHOW CAUSE;
)	CERTIFICATE OF SERVICE
KEVIN CRONIN, Chief Elections Office, State )	<u>Hearing</u>
of Hawai'i, and STATE OF HAWAII, )	Judge: Hon. Joseph E. Cardoza
Defendants. )	Date: Wednesday, October 14, 2009
)	Time: 8:30 a.m.
)	)

**MOTION FOR RESTRAINING ORDER AND ORDER TO SHOW CAUSE**

Plaintiffs , by and through its counsel, Law Office of Lance D Collins, hereby moves this Honorable Court for order restraining Defendants Kevin Cronin and State of Hawai'i from doing any action related to the Request For Proposal No. RFP-10-001-SW "Sealed Offers for A Voting Equipment System" until rules have been adopted in accordance with Chapter 91, Haw. Rev. Stat. and for an order to show cause why Defendants ought not to be held in contempt of court of this Court's May 20 oral and September 10 written rulings. This Motion is supported by the attached Memorandum in Support of Motion, the declarations and exhibits attached, the record and file herein, and such other and further matters as may be brought before this Honorable Court. Plaintiffs also ask for costs and fees in bringing this motion.

DATED: Wailuku, Maui, Hawai'i

September 24, 2009



LAW OFFICE OF LANCE D. COLLINS  
LANCE D COLLINS  
Attorney for Plaintiffs

Law Office of Lance D Collins  
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Plaintiffs )	MEMORANDUM IN SUPPORT OF
vs. )	MOTION
KEVIN CRONIN, Chief Elections Office, State )	
of Hawai'i, and STATE OF HAWAII, )	
Defendants. )	

**MEMORANDUM IN SUPPORT OF MOTION**

Plaintiffs originally brought this action because Defendants Kevin Cronin and State of Hawai'i were exercising discretion without complying with the requirements of the Hawai'i Administrative Procedure Act. On May 20, 2009, the Court ruled orally granted Plaintiffs summary judgment and issued a permanent injunction against Defendants that required Defendants to engage in rule making for future elections. On September 10, 2009, the Court issued its written opinion and order that included, in part:

A permanent injunction enjoining Defendants and their agents and employees, and all persons acting under, in concert with, or for them from any conduct in conformance with the EAC Guidelines or transmitting ballot counts and election results by telephone line or the internet until rules have been promulgated pursuant to HRS Chapter 91 shall issue in favor of Plaintiffs and against Defendants. This permanent injunction shall have no effect on any rules promulgated pursuant to HRS Chapter 91.

However, on August 26, 2009, Defendant Kevin Cronin issued a request for proposals, No. RFP-10-

001-SW “Sealed Offers for A Voting Equipment System” (hereafter “RFP” attached hereto and incorporated herewith) that contravenes the Court's oral ruling, written ruling and Chapter 91, Haw. Rev. Stat.

“Section Three Specifications and Requirements” at 3.010 Overview, page 10, RFP states:

all voting equipment shall be certified by the National Association of State Election Directors (NASSED) to meet the 2002 federal voting system standards developed by the Federal Election Commission (FEC). In the alternative, 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) (e.g. 2005 VVSG). In the event that 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 necessary certification requirement.

Section 3.030 “New System and Ancillary Services Specifications and Requirements” states

The New System’s specifications and requirements appear in sections 3.010, 3.020, and this section and Appendix B including all the system’s design, fabrication, and performance requirements, Appendix C including all the system’s ancillary services requirements, and each following appendix from Appendix D through and including Appendix J establish the specifications and requirements of the New System and Ancillary Services. In reviewing Sections 3.010, 3.020, and this section and Appendices B through J, Offerors should bear in mind that the specifications set forth herein are based on the New System and Ancillary Services as currently envisioned. 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 state and federal laws may be enacted. Specifically, but not as a limitation:

\*\*\*

- although used in this RFP, the terms “marksense” and “DRE” merely reflect the type of technology that the State has used in the past, but in no way should be interpreted as an expression of the type of voting system that is acceptable for purposes of this RFP;
- The New System must be capable of serving 800,000 to 900,000 registered voters in a minimum of 338 polling places around the state. To meet the requirements of this RFP, the New System must include:

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- secure data transmission capability from the polling places in each county to the central vote count system site for that county;
- secure data transmission capability from the counties of Hawaii, Kauai, and

Maui to the city & county of Honolulu central vote system site;

\*\*\*

In Section 4.030 FORMAT AND CONTENT at “Part 4. Technical Proposal” the RFP (at page 18) states:

*Evidence of Qualification Testing.* **Evidence that the proposed New System has successfully completed the qualifications test requirements defined in the 2002 Voluntary Voting System Standards as provided in Appendix B of this RFP, or any subsequent iteration of the federal voting system standards, referred to as the Voluntary Voting System Guidelines (VVSG) (e.g. 2005 VVSG). This evidence must include a statement from an Independent Testing Authority (ITA) as defined in such Voluntary Voting System Standards that both the hardware elements and the software elements of the proposed New System comply with the requirements of the 2002 Voting System Standards, or any subsequent iteration of the federal voting system standards, such as the 2005 VVSG.** The evaluation committee may accept alternative evidence if deemed appropriate. If the proposed New System requires components or features not previously tested by the ITA, 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. (bolding and underscoring added)

Appendix B in Section 1 states “This Appendix contains the performance, design, and fabrication requirements for the New System.” (page B-1) It goes on at Section 2 (B-1) to state:

The following documents form a part of this Appendix to the extent specified herein:

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

It continues, with no support of any rule adopted pursuant to Chapter 91, Haw. Rev. Stat., to state at B-17:

7.9.8. The New 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 New 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.

At Appendix G, page G-2, under the liquidated damages section of “Special Requirements”

the RFP states:

4.3. Failure of Vote Recorder Used in the Absentee Walk-In Site and Polling Place (DRE technology)

Failure to repair or replace a non-functioning vote recorder, used in the absentee walk-in site and polling place, within 30 minutes during the absentee walk-in voting period and on election days, respectively shall result in damages equivalent to the unit cost of the vote recorder.

Addendum A to Request for Proposals No. RFP-10-001-SW “For Sealed Offers for A Voting Equipment System” (hereafter “Addendum” incorporated herewith and attached hereto) was issued on September 11, after the Court filed its written order by Defendant Kevin Cronin.

In Question No. 1, a potential offeror asked a question regarding being certified under the 2005 Voluntary Voting System Guidelines that “If a vendor does not have either a 2002 or 2005 certification by the deadline to submit proposals, they will not meet the requirements of the Request for Proposals (RFP) and will be disqualified upon submitting a proposal.” (page 1) Cronin then referred potential offeror back to the previous cited paragraph in the RFP above, Section 3.010.

In Question No. 6, a potential offeror asked whether Cronin would “allow voting communication to occur from a selected group of secure poll sites versus communication transmissions from every poll site[.]” Cronin's answer, without having adopted any administrative rules, answers “Yes. The State will allow transmission of results from a selected group of secure poll sites.”

The RFP and the Addendum taken as a whole unambiguously violates both the May 20 oral and September 10 written orders of this Court. During a legislative briefing of the Senate Committee on Ways and Means on September 15, 2009 for the Office of Elections request to withdraw a legislative restriction on its budget, Defendant Cronin stated that the RFP was put out to bid before formal rules were made and that proposed election rules were submitted to the Attorney

General's office for review but formal rule-making has not commenced:

CRONIN: \*\*\* **There's a great deal of subjective judgment being made in selecting a voting system and the Office of Election seeks to recognize it.**

SENATOR KIM: Mr. Cronin let me ask you again. My question is, in the RFP and in the review as far as evaluating the proposals that you receive, will you be given, will there be specific points or more points given to a vendor who will comply with the 2005 federal certification which gives higher levels of security versus one for 2002?

CRONIN: The evaluation committee is composed of uh five members, each of the county clerks and the chief election officer. And I can not know now uh how the evaluation committee members will see a machine and evaluate it and accord uh its judgment.

SENATOR KIM: Again, let me ask the question again, in your procurement requirements as far as the breakdown in points, will you be awarding points for those vendors who will meet the higher standard of security?

CRONIN: Uh respectfully senator, I cannot answer that question because I can't speak for the evaluation committee.

SENATOR KIM: So Right now your answer is that your RFP does not allot any additional points or does not specifically have points allotted to the higher level of security.

CRONIN My answer is that the RFP says what its says. And if that information is there yes, if its not its not.

SENATOR KIM: Well you know

CRONIN: You know, I think...

SENATOR KIM: I raise that point because Cardoza's ruling talked about the securities of the system. About what happened when you transmitted information over the phone lines and the internet they also required you to go ahead and do rules and regs and my understanding is you issued the RFP prior to getting your rules and regs out.

CRONIN: Let me say Senator Kim, we received a copy of the Court's decision mid-afternoon yesterday. We are reviewing it and analyzing it and I can't speak at this time to any points uh arising out of that decision. Let me say we have invited the deputy attorney general who represented us in that litigation who is here in the hearing room now and the person may, uh is available to answer questions.

SENATOR KIM: **But you did in fact put the bid out prior to your rules and regs being formalized?**

CRONIN: Uhm Yes

SENATOR KIM: Kay, But you did start working on the rules and regs prior to getting Judge Cardoza's ruling.

CRONIN: Well. As part of our process to review the administrative rules, we have been reviewing those rules for an extended period of time. And those rules after our review and conferring with the county clerks were then presented to the attorney general's office I believe about two weeks or so ago.

(See Exhibit C to Affidavit of Lance D. Collins) However, no rules have been made to date and the sealed bids are set to be opened and the evaluation begun on October 15 that will apparently determine which voting machines are used without any standards set in place by the Hawai'i Administrative Procedure Act, Chapter 91, Haw. Rev. Stat.

Page 25 and 26 of the September 10 Order states:

In incorporating the 2005 VVSG into the 2006 RFP, and by requiring that the new voting system "shall meet or exceed" the 2005 VVSG, the CEO issued a "statement of general or particular applicability and future effect" that implemented or prescribed the policy of the Office of Elections, namely, that any proposed new voting system would have to meet or exceed the 2005 VVSG, or have a proposed alternate feature that provides a functional equivalent. In effect, the CEO set voting equipment requirements and specifications in the RFP \*\*\* Defendants adoption of 2005 VVSG constitutes an exercise of discretion that Chapter 91 requires be done through rulemaking.

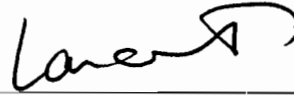
Also, "Plaintiffs rights would continue to be harmed if Defendants do not undergo proper rulemaking procedures in this case." (page 50, September 10 Order).

Plaintiffs therefore pray this Court to issue a restraining order, prohibiting Defendants, from taking any further action on Request for Proposals No. RFP-10-001-SW "Sealed Offers for A Voting Equipment System" until such time as administrative rules have been properly adopted in accord with the Court's judgment and order in this case. Because it is clear that Defendants began the process for engaging in rule making from the Court's May 20 oral ruling, Plaintiffs ask for an order for Defendants to show cause why they ought not to be held in contempt of this Court for

issuing the RFP on August 26, 2009. Plaintiffs also ask for costs and fees in bringing this motion.

DATED: Wailuku, Maui, Hawai'i

September 24, 2009



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LAW OFFICE OF LANCE D. COLLINS  
LANCE D COLLINS  
Attorney for Plaintiffs



IN THE CIRCUIT COURT OF SECOND CIRCUIT

STATE OF HAWAII

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JOY BRANN, PAULA BROCK, and DANIEL ) (Declaratory Action and Injunction)  
GRANTHAM, )  
 ) AFFIDAVIT OF LANCE D. COLLINS  
 )  
 ) Plaintiffs )  
 )  
 ) vs. )  
 )  
 ) KEVIN CRONIN, Chief Elections Office, State )  
 ) of Hawai'i, and STATE OF HAWAII, )  
 )  
 ) Defendants. )

**AFFIDAVIT OF LANCE D. COLLINS**

STATE OF HAWAII )  
 )  
 ) SS.  
 )  
 ) COUNTY OF MAUI )

Lance D. Collins, being first duly sworn, on oath deposes and says:

1. I am an attorney licensed to practice law in the State of Hawai'i.
2. Attached as Exhibit A is a true and correct copy of the signed Request for Proposals No. RFP-10-001-SW "Sealed Offers for A Voting Equipment System" dated August 26, 2009 I found on the Office of Elections website on September 21, 2009
3. Attached as Exhibit B is a true and correct copy of the signed Addendum A to Request for Proposals No. RFP-10-001-SW "For Sealed Offers for A Voting Equipment System" dated September 11, 2009 I found on the Office of Elections website on September 21, 2009.
4. Attached as Exhibit C is a true and correct transcription of the September 15, 2009 Hawai'i Senate Committee on Ways and Means information briefing regarding the Office of Elections from time points 00:50:34 to 00:56:16 and 01:35:54 to 01:38:47 from the legislature's

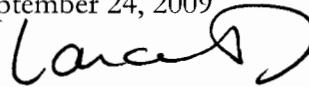
official cablecast provider, Olelo Community Media website's archive of the meeting on September 21, 2009: [http://olelo.granicus.com/MediaPlayer.php?view\\_id=13&clip\\_id=8526](http://olelo.granicus.com/MediaPlayer.php?view_id=13&clip_id=8526).

5. Attached as Exhibit D is a true and correct copy of the video cablecast of the September 15, 2009 Hawai'i Senate Committee on Ways and Means information briefing regarding the Office of Elections from the legislature's official cablecast provider, Olelo Community Media website's archive of the meeting on September 21, 2009, first reviewed on September 16, 2009.

DATED: Wailuku, Maui, Hawai'i

September 24, 2009

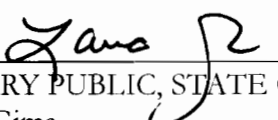
U.S.



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LANCE D. COLLINS  
Affiant-Attorney for Plaintiffs

Subscribed and sworn to before me this twenty-fourth day of September, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF HAWAII  
Laura Gima  
My commission expires: February 29, 2012

Date: 9/24/2009 # Pages: 2

Name: Laura Gima Second Circuit

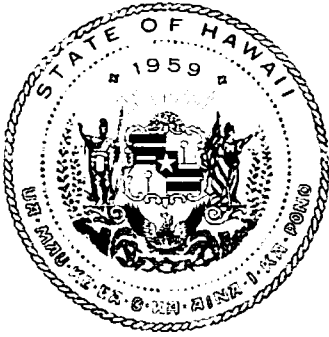
Doc. Description: Affidavit L.S.  
of Lance D. Collins

Laura Gima

Notary Signature

NOTARY CERTIFICATION

# **EXHIBIT A**



# OFFICE OF ELECTIONS

LEGAL AD DATE: August 26, 2009

REQUEST FOR PROPOSAL  
No. RFP-10-001-SW  
SEALED OFFERS  
FOR  
A VOTING EQUIPMENT SYSTEM  
Department of Accounting and General Services,  
Office of Elections

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. ON

OCTOBER 15, 2009

IN THE OFFICE OF ELECTIONS, 802 LEHUA AVENUE, PEARL CITY, HAWAII 96782.  
DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. SCOTT NAGO,  
TELEPHONE (808) 453-8683, FACSIMILE (808) 453-6006, OR E-MAIL AT  
ELECTIONS@HAWAII.GOV.

Kevin B. Cronin  
Procurement Officer

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Name of Company

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**SECTION ONE  
INTRODUCTION AND KEY DATES**

**1.010 TERMS AND ACRONYMS USED IN THIS RFP**

Bidder	=	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.
Contract Administrator	=	The chief election officer of the Office of Elections (OOE), state of Hawaii.
Contractor	=	The Offeror which is named in the Notice of Award.
GET	=	General Excise Tax.
AG GC	=	General Conditions issued by the Attorney General, Form AG-008, Rev. 4/15/2009.
HAR	=	Hawaii Administrative Rules.
HRS	=	Hawaii Revised Statutes.
IFB	=	Invitation for Bids.
New System	=	The voting equipment and counting system to be selected.
Offeror	=	A qualified entity that submits a proposal in response to the RFP.
OOE	=	Office of Elections.
Procurement Officer	=	The contracting officer for the Office of Elections.
RFP	=	Request for Proposals.
SPO	=	State Procurement Officer of the state of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813; P.O. Box 119, Honolulu, Hawaii, 96810-0119.
State	=	The state of Hawaii and all agencies, including the counties of Hawaii, Kauai, and Maui, and the city and county of Honolulu.

**1.020 INTRODUCTION**

The State is issuing this RFP to obtain proposals from qualified Offerors who propose a New System to collect, tabulate and report votes for all Primary, General, and Special Elections held in the State that complies with all applicable state and federal laws.

**1.030 GOALS and OBJECTIVES of REQUEST for PROPOSAL**

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

- preserves the overall integrity of the election process, including ballot and voting machine integrity and security and voter privacy and confidentiality;
- ensures the accuracy and reliability of recording, counting, and reporting all voter selections on a timely basis;
- provides accessibility and ease of use for all voters;

- allows for the efficient and economical operations and administration of the New System;
- enables expansion and flexibility to meet future equipment changes and voter increase and growth;
- enables reduction and flexibility to meet future equipment changes, voter decrease, reduction in funds, or any other reason provided by OOE;
- complies with all state and federal laws; and
- costs not more than \$6,100,000 per election cycle (i.e. 2010, 2012, and 2014 election cycles).

#### **1.040 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. Offerors are informed that the prior 2008 RFP is currently in litigation, due to a protest of the award of the state's voting equipment contract for the 2008 elections. Depending on what the court decides it may impact this solicitation, including the possible cancelation of this solicitation. 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 a proposal is rejected.

#### **1.050 CONTRACT TERM**

The term of the contract shall be from the contract start date stated on the Notice to Proceed up to and including December 31, 2014 (i.e. 2010, 2012, and 2014 election cycles), with an option to extend, if mutually agreed upon in writing, for up to three (3) additional twenty-four month periods or any portion thereof in the State's discretion.

This contract is subject to the availability of funds after the first year (12 months). The contract will be cancelled if funds are not available to support the contract performance in any fiscal period subsequent to the first twelve (12) months of the contract. This, however, does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

#### **1.060 SIGNIFICANT DATES**

The significant dates set out below present the State's current best estimate of the anticipated schedule of events. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be amended with appropriate notice.

The dates below as estimates are not binding on the State. Nevertheless, by submitting its proposal, each Offeror: (a) agrees to complete its performance in compliance with the dates set forth below unless the State expressly agrees to modify any or all dates; and



(b) represents and warrants to the State that such Offeror has the ability to comply the requirements of this solicitation.

<u>Events</u>	<u>Date</u>
Advertisement of RFP	August 26, 2009
Deadline for Questions for Pre-proposal Conference	September 4, 2009
Pre-proposal Conference	September 11, 2009 at 2:00 p.m. (HST)
Deadline for Written Questions	September 29, 2009
Addendum for Responses to Inquiries Received	October 6, 2009
Proposals Due and Opened	October 15, 2009 at 2:00 pm (HST)
Proposal Evaluation	October 16-20, 2009
Demonstrations and/or Discussions, if necessary	November 2-5, 2009
Best and Final Offers due, if any	November 13, 2009 at 2:00 p.m. (HST)
Award of Contract	November 19, 2009
Issuance of Notice to Proceed	November 27, 2009

#### **1.070 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the Office of Elections, 802 Lehua Avenue, Pearl City, Hawaii 96782. The purpose of this conference is to provide the Offerors an opportunity to hear the Office of Election's expectations for a New System. Questions must be submitted in writing no later than the deadline established in the significant dates for doing so before the pre-proposal conference.

The State will make a good faith effort to answer all written questions. At the pre-proposal conference, Offerors will have the opportunity to ask additional questions regarding the RFP. The State will attempt to answer as many of the questions as possible. Any verbal response by the State to questions from Offerors will not be binding unless reduced to writing and issued collectively as an addendum to the RFP. If any, Offerors will have a subsequent opportunity to submit written questions arising from an addendum concerning the RFP requirements.

Names of Offeror's representative(s) planning to attend should be submitted by mail or fax, with reference to the RFP number of this solicitation, to the Office of Elections as indicated below, no later than 4:30 p.m. (HST) on the second day before the pre-proposal conference. This is for contact purposes if needed.

Office of Elections  
802 Lehua Avenue  
Pearl City, Hawaii, 96782  
Fax: (808) 453-6006

#### **1.080 WRITTEN QUESTIONS**

Written questions concerning this RFP must be received by the Procurement Officer by the Deadline for Written Questions specified in the significant dates above. Written questions must reference the RFP number, page, paragraph, and line or sentence to which the question relates. Furthermore, the written questions should include any exceptions the Offeror may have to the terms, conditions, specifications, or other requirements listed herein.

All written inquiries received by the deadline will receive a written response that will be faxed, mailed, or e-mailed to each Offeror who has registered for this 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 a part of the RFP.

Offerors are encouraged to utilize the written questions period to seek any changes to the RFP requirements, as opposed to waiting until the submission of the offeror's proposals. 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 in regards to the AG General Conditions, qualification testing, scope of work, and other matters, to the greatest extent possible should be made during the written question period, so as to avoid the possibility of submitting a proposal which could, among other things, be considered non-responsive if the exceptions are not granted.

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

#### **1.090 SUBMISSION OF PROPOSALS**

The Offeror shall submit an original proposal, marked "ORIGINAL," and seven (7) copies, each marked "COPY", in sealed envelopes or packages to the following address no later than the Proposal Due Date and Time specified above in the Significant Dates, or as amended, to:

Office of Elections  
802 Lehua Avenue  
Pearl City, Hawaii, 96782

In addition, Offeror shall submit (1) one CD-Rom copy of its proposal for the OOE to copy.

Proposals received after the Proposals Due date and time will be rejected and returned unopened. Timely receipt of proposals shall be stamped with the date and time registered by the time stamp clock to evidence timely receipt. Offeror accepts all risks associated with the delivery of their proposals, including but not limited to, incorrect delivery or failure to deliver proposals before the deadline by any courier, mail, or other delivery service, including the U.S. Postal Service. In all cases by filing a proposal, each Offeror agrees its proposal filed after the Proposals Due date and time will be rejected and the State has no liability of any nature whatsoever for any proposal delivered after the Proposals Due date and time.

**SECTION TWO  
BACKGROUND**

**2.010 ELECTION ENVIRONMENT**

**A. Overview**

The state of Hawaii consists of an archipelago of islands stretching 2,000 miles. There are four (4) counties within the state: city and county of Honolulu and the county of Hawaii, the county of Kauai, and the county of Maui. The population within each county as generally accepted is as follows:

County of Hawaii .....	173,057
City and County of Honolulu.....	905,601
County of Kauai.....	62,828
County of Maui .....	141,902

The county of Kauai is composed of the islands of Kauai and Niihau.

The county of Maui includes the islands of Maui, Kahoolawe, Lanai, and Molokai. This also includes the county of Kalawao (Kalaupapa Settlement), which had 128 registered voters in 1980, 97 in 1990, 73 in 2000, and 56 in 2006 and 2008.

The total area of the four counties covers approximately 6,000 square miles or an area comparable to the size of Rhode Island. Each county, however, is geographically separated by ocean.

Elections are conducted on a statewide basis every even-numbered year under the direct supervision of the chief election officer who has delegated responsibility to the four counties to assist in the conduct of elections. These election officials and staff work very closely to conduct the state’s elections.

The state’s elections consist of a Primary Election in September and a General Election in November. The Board of Education, Office of Hawaiian Affairs, and non partisan county special elections are held in conjunction with the Primary and General Elections. Additionally, unscheduled Special Elections may occur depending on certain events such as the filling of a vacancy in office, or in the case of certain county special elections, the filing of a petition by the requisite amount of registered voters.

The state has “Single Party” Primary Elections. Such a primary does not require voters to publicly declare at any time before a Primary Election the person’s political party preference or nonpartisanship as a condition of voting.

The voter receives a Primary Election ballot card which has printed on it a ballot for each political party and nonpartisans. The Primary Election ballot card also contains a special nonpartisan offices ballot containing contests for the Board of Education

and other Nonpartisan or Special Elections. Voters may vote for one (1) political party's candidates and for the special nonpartisan office candidates on the ballot. A voter when voting at the Primary Election selects in secret the one political party or nonpartisan ballot portion of the ballot card on which to vote. Each voter may vote in any party for its candidate(s), but once the voter selects a party for that Primary Election, the voter may not vote for any other political party's candidates at that Primary Election.

Only the votes for the candidates of the party and for any nonpartisan candidates that a voter casts at the Primary Election shall be counted.

In 2008, there were six (6) political parties whose candidates sought nomination at the Primary Election and several nonpartisan candidates seeking nomination.

## **B. Election Contests**

Election contests conducted in the state of Hawaii include:

### **Federal contests:**

U.S. President (1 seat)  
U.S. Vice President (1 seat)  
U.S. Senator (2 seats)  
U.S. Representatives (2 seats)

### **State contests:**

Governor (1 seat)  
Lieutenant Governor (1 seat)  
State Senator (25 seats)  
State Representative (51 seats)  
Board of Education Members (13 seats)\*  
Office of Hawaiian Affairs Trustee (9 seats)\*

### **Honolulu contests:**

Mayor (1 seat)\*  
Prosecuting Attorney (1 seat)\*  
Councilmembers (9 seats)\*

### **Hawaii contests:**

Mayor (1 seat)\*  
Prosecuting Attorney (1 seat)\*  
Councilmembers (9 seats)\*

### **Kauai contests:**

Mayor (1 seat)\*  
Prosecuting Attorney (1 seat)\*  
Councilmembers (7 seats)\*

### **Maui contests:**

Mayor (1 seat)\*  
Councilmembers (9 seats)\*

**\*Nonpartisan Contests**

Ballot questions that may be placed on a ballot include amendments to the State Constitution; amendments and initiative and referenda questions of the city and county Charters.

See Appendix H for Candidate Contests list.

**C. Voter Registration**

Voter registration by county for the General Elections from 1998 to 2008 were:

	<u>1998</u>	<u>2000</u>	<u>2002</u>	<u>2004</u>	<u>2006</u>	<u>2008</u>
Hawaii	77,726	84,421	89,478	87,812	91,596	99,337
Honolulu	423,875	444,945	470,327	445,253	452,168	466,499
Kauai	33,063	34,652	37,392	36,685	38,326	40,323
Maui	66,740	73,331	79,045	77,488	80,638	85,197

Voter turnout by county at the General Elections from 1998 to 2008 were:

Precinct Turnout

	<u>1998</u>	<u>2000</u>	<u>2002</u>	<u>2004</u>	<u>2006</u>	<u>2008</u>
Hawaii	41,978	40,241	35,511	39,624	32,132	39,471
Honolulu	246,048	208,240	194,415	208,218	158,737	191,698
Maui	36,557	33,193	29,956	34,147	25,713	33,810
Kauai	17,592	16,334	15,526	15,891	13,583	15,559
<b>Total</b>	<b>342,175</b>	<b>298,008</b>	<b>275,408</b>	<b>297,880</b>	<b>230,165</b>	<b>280,538</b>

Absentee Turnout

	<u>1998</u>	<u>2000</u>	<u>2002</u>	<u>2004</u>	<u>2006</u>	<u>2008</u>
Hawaii	11,680	11,127	14,857	18,370	16,552	27,787
Honolulu	45,066	49,600	75,656	92,047	81,016	116,745
Maui	6,825	6,472	11,598	13,610	13,267	18,229
Kauai	6,774	5,871	7,938	9,296	7,751	11,938
<b>Total</b>	<b>70,345</b>	<b>73,070</b>	<b>110,049</b>	<b>133,323</b>	<b>118,586</b>	<b>175,526</b>

**D. Precincts**

In 2008, there were 339 precincts statewide, distributed by county as follows:

County of Hawaii .....	67
City and County of Honolulu.....	212
County of Maui .....	43
County of Kauai.....	17

See Appendix I for Year 2008 Polling Place list.

Note that District/Precinct 13-12 Kalaupapa Settlement did not have a polling place as all voting was done by absentee mail. HRS § 15-4(b). As such, there were 339 precincts but only 338 polling places in 2008.

In 2009, the Office of Elections reviewed the possibility of consolidating polling places. A total of 66 polling places is currently planned to be consolidated with other polling places. However, all proposals shall be based on the provision of 338 polling places. The proposals will also include pricing for possible reductions or increases in the amount of polling places. In other words, depending on the pricing in the proposals, and other factors, the State might ultimately decide to consolidate less polling places or it may open additional polling places during the term of the contract.

**E. Counting Centers**

Counting Centers are established in each of the four counties to receive, process, and tabulate all votes cast in the form that the state requires. The counting centers distribute to each county the county election results on election nights in an accurate and timely manner. Also, the Central Counting Center located in the city and county of Honolulu distributes the total statewide election results.

**F. Absentee Walk-In Voting Sites**

In 2008, there were a total fifteen (15) absentee walk-in voting sites statewide in all counties as follows:

County of Hawaii .....	6
City and County of Honolulu.....	5
County of Maui .....	3
County of Kauai.....	1

**G. Precinct Officials**

Statewide training of approximately 4,500 precinct officials begins in June and continues through November of an election year. The state with the cooperation of county election staff conducts all training sessions. Currently, approximately 100 separate training sessions are conducted within this six (6) month period.

**2.020 LEGAL ENVIRONMENT**

Hawaii's election system is established under the relevant county ordinances and the Hawaii Revised Statutes and the United States Code.

## SECTION THREE SPECIFICATIONS AND REQUIREMENTS

### 3.010 OVERVIEW

The Offerors' proposals for the New System shall be consistent with the following:

- at least one precinct counter and one voting device in each polling place opened for voting on election days, specifying in detail the nature and number of voting devices it agrees to provide;
- compliance with the Help America Vote Act (HAVA) under § 301(a)(3)(A)&(B) which addresses accessibility for individuals with disabilities and which meets the provisions requirement that:

The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place;

- technology to collect, tabulate, and consolidate absentee mail-in votes;
- technology that seamlessly combines the different types of technology that may be used to collect, tabulate, and consolidate precinct votes, absentee walk-in votes, and absentee mail in votes;
- identification of the number and type of equipment sufficient to count ballots at one counting center located in each of the state's four (4) counties; and
- all voting equipment shall be certified by the National Association of State Election Directors (NASSED) to meet the 2002 federal voting system standards developed by the Federal Election Commission (FEC). In the alternative, 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) (e.g. 2005 VVSG). In the event that 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 necessary certification requirement.



### **3.020 DOCUMENTATION**

In addition, each Offeror's proposal shall be accompanied by all of the following:

- a signed statement that the Offeror acknowledges and agrees to pay all costs related to preparation of its proposal incurred by the vendor to submit its proposal without any liability by the State;
- complete specifications for 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 complete and detailed description of the training to be provided to the users of the equipment;
- a complete technical description that establishes the New System's secure data transmission capability;
- a copy of the report(s) from an independent testing authority accredited by NASED or the EAC verifying and confirming that the New System conforms to applicable federal voting system standards;
- a signed statement from the Offeror certifying whether there have been any modifications to the voting system that was tested and certified and is offered in its proposal, and if so, what those modifications were; and
- a list showing all the states and municipalities in which the Offeror's proposed system has been approved for use, the length of time that the equipment has been in use in those jurisdictions, and the number of official complaints filed with any government entity arising from and concerning the use of such proposed system.

### **3.030 NEW SYSTEM AND ANCILLARY SERVICES SPECIFICATIONS AND REQUIREMENTS**

The New System's specifications and requirements appear in sections 3.010, 3.020, and this section and Appendix B including all the system's design, fabrication, and performance requirements, Appendix C including all the system's ancillary services requirements, and each following appendix from Appendix D through and including Appendix J establish the specifications and requirements of the New System and Ancillary Services. In reviewing Sections 3.010, 3.020, and this section and Appendices B through J, Offerors should bear in mind that the specifications set forth herein are based on the New System and Ancillary Services as currently envisioned. 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 state and federal laws may be enacted. Specifically, but not as a limitation:

- When reviewing the descriptions of the New System and Ancillary Services contained in this RFP, each Offeror has a duty to identify and point out during the written questions period, 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 Hawaii. The State will then consider the written inquiries and will determine whether to issue an addendum, or addenda, to the RFP;
- although used in this RFP, the terms "marksense" and "DRE" merely reflect the type of technology that the State has used in the past, but in no way should be interpreted as an expression of the type of voting system that is acceptable for purposes of this RFP;
- The New System must be capable of serving 800,000 to 900,000 registered voters in a minimum of 338 polling places around the state. To meet the requirements of this RFP, the New System must include:
  - sufficient equipment, ballots, and services for each of the minimum number of 15 absentee walk-in sites;
  - sufficient equipment, ballots, and services for a minimum of 338 polling places;
  - a central vote count system with sufficient ballot counters to tabulate absentee ballots in each of the four (4) counties within a reasonable amount of time on election days ;
  - secure data transmission capability from the polling places in each county to the central vote count system site for that county;
  - secure data transmission capability form the counties of Hawaii, Kauai, and Maui to the city & county of Honolulu central vote system site;
  - simultaneous secure data transmission capability of election results to various media organizations from a central vote count system site;
  - any ancillary devices required at each of the minimum 338 polling places and the four (4) county central vote count system sites for election definition programming, data entry, secure data storage, secure data accumulation, secure data transmissions, ballot storage, ballot transport, printing election reports, etc;
  - all consumables in sufficient quantities required to support the final configuration of the New System during the term of the contract;
  - upgrades, patches, and modifications developed by the Offeror to improve the New System during the term of the contract;

- capability of expansion or reduction to include and accommodate additional or reduced absentee walk sites or polling places to meet the State's evolving needs; and

### **3.040 NUMBER OF VENDORS SELECTED**

The State will contract with one Offeror.

### **3.050 PRICE**

The Offeror's price for the New System shall not exceed \$6,100,000.00, inclusive of taxes, for each election cycle (i.e. 2010, 2012, and 2014).

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, such as for the increase or decrease in polling places or ballot printing requirements, the Offeror's price for the new system 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.

Because the New System shall be capable of additional growth or reduction to meet any increase or decrease in voter rolls or polling places anticipated by OOE during the term of the Contract, this growth or reduction shall be only possible through the acquisition of additional polling place equipment or reduction of polling place equipment; all election administration and voting data reporting software shall be capable of supporting this growth or reduction without modification.

This RFP does not require the provision of cost or pricing data, beyond any data specifically requested. To the extent this RFP is interpreted as soliciting proposals for a contract that would normally require the provision of such data or the issuing of a cost or price analysis, any such requirement has been waived pursuant to HAR § 3-122-124(c).

## **SECTION FOUR PROPOSAL FORMAT AND CONTENT**

### **4.010 INTRODUCTION**

An Offeror's filed proposal shall be considered a complete plan for 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 specifications for the New System and are not inconsistent with state procurement and state and federal election laws.

The proposal shall describe in detail the Offeror's ability to meet the RFP's goals and objectives provided in Section 1.030.

### **4.020 MULTIPLE PROPOSALS**

Only one (1) proposal will be accepted from any Offeror. Multiple proposals or several alternatives as part of a single proposal will not be accepted.

### **4.030 FORMAT AND CONTENT**

Proposals are to be organized in the following format using all titles, subtitles, and numbering, with tabs separating each section. Each section is to be addressed individually and pages are to be numbered consecutively.

All proposals' format shall be as follows:

Part 1. *Table of Contents*. A table of contents listing the individual parts of the Proposal and their corresponding page numbers. Tabs must separate each of the individual parts.

Part 2. *Cover Letter*. A letter, signed by an officer of the company, describing for the Offeror and including all of the items below:

- (1) the official name;
- (2) the organizational structure (e.g., corporation, partnership, limited liability company, etc.);
- (3) the jurisdiction where organized and the date of such organization;
- (4) the headquarters' address and of any local office;
- (5) the federal tax identification number;
- (6) the name, address, telephone and fax numbers for the person(s) who will serve as the contact(s) with the State, and is/are authorized to make representations on behalf of, and can bind, the Offeror;
- (7) a statement 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 of the obligations in connection with this RFP; and

(8) an acknowledgement and agreement the Offeror shall comply with the requirements, provisions, terms and conditions specified in the RFP and any Addenda.

*Subcontractors.* Complete information for all subcontractors or development partners that will have a role or responsibility in providing any part of the New System and Ancillary Services and otherwise will be involved in meeting the requirements of this RFP and any Addenda, Include the company name and location, the scope of services to be performed, and the name, address, telephone, and fax numbers of the person who may be contacted for reference information.

*Offer Form Page OF-1.* Offerors are to use the form in Section Seven, Attachment 1, of this RFP to submit proposals using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; the exact legal name of the Offeror shall be reflected in the appropriate spaces on Offer Form page OF-1. (Failure to do so may delay proper execution of the contract.)

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, stating the Offeror's intent and agreement to be bound.

*Evidence of Authority to Execute Proposal.* Include evidence satisfactory to the State that the person or persons signing the proposal are authorized to execute the proposal on behalf of the Offeror, for example, a corporation's copy of the board resolution authorizing such execution.

*Wage Certificate.* The Wage Certificate, found in Attachment 3 of Section Seven of this RFP, "Appendices and Attachments," is to be completed and included in the proposal.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to those expected to be used in the performance of this project, Offeror is to sign the Wage Certificate to show compliance with Section No.1 of the Wage Certificate.

*Bid Security.* Proposal shall be accompanied by a bid security in the amount of five per cent (5%) of the Grand Total amount of the proposal on OF-2.

Offeror may submit the required amount of the offer guaranty in any of the following forms:

1. legal tender;
2. surety bid bond; or
3. certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or certified check accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

If the surety bond is selected, Offeror's bond shall be in the form attached to this solicitation.

If any of the forms of deposit listed in 3 above is submitted, each instrument shall not exceed \$100,000. If the required amount of the offer guaranty totals over \$100,000, more than one instrument not exceeding \$100,000, each issued by different financial institutions, shall be acceptable.

Certificate of deposit or share certificate submitted as an offer guaranty shall be (1) in the name of Offeror's company; (2) for the sum of the offer guaranty amount, plus the savings institution's maximum penalty for early withdrawal; and (3) assigned to the chief election officer at the time of the offer submittal. Failure to include the maximum penalty for early withdrawal and/or failure to do the assignment shall result in the Offeror's offer being rejected.

*Evidence of Insurance.* Certificate of insurance evidencing Commercial General Liability Insurance (occurrence form) is to be completed and included in the proposal. Refer to "Section Six of this RFP, Special Provision," Liability Insurance provision.

*Part 3. Pricing.* (This section shall be used in the evaluation of *Section Five* of this RFP.)

Pricing for the New System's for three (3) election cycles (2010, 2012, and 2014 ). Offeror shall complete Offer Form page OF-2 for this purpose. Refer to Section Seven, Attachment 2, of this RFP, "Appendices and Attachments," for the form.

The Offeror's price, inclusive of any taxes, for the New System shall not exceed \$6,100,000.00, inclusive of taxes, for each election cycle (i.e. 2010, 2012, and 2014). The Offeror is reminded that any contract is ultimately subject to the availability of funds, and as such if sufficient funds are not available to fully fund the contract beyond the first election cycle, the contract may be cancelled. This provision, however, will not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

In addition, the Offeror shall provide a listing of the additional cost per unit, including taxes, above the minimum number of polling places included in the proposal base price for each hardware component, software component, and ancillary services of the New System for each additional polling place that could be added for each year during the term of the contract.

Likewise, the Offeror shall provide the cost savings per unit, inclusive of taxes, for each hardware component, software component, and ancillary services of the New System for each polling place that could be closed below the minimum number of polling places for each year during the term of the contract.

A price, inclusive of taxes, for the amount of ballots indicated in RFP, utilized as part of the New System, shall be provided. A unit cost for each additional ballot shall be provided. Likewise, the cost savings for a reduction in the amount ballots, per ballot shall be provided.

Offerors are put on notice and informed that the State is considering closing 66 polling places, less or more. As such, the actual contractual price for each election cycle may be less than the proposal price for the New System, if polling places are closed.

Additionally, Offerors are put on notice and informed the State is considering operational efficiencies in terms of the amount of the ballots it requires. As such, the actual contractual price for each election cycle may be less than the proposal price for the New System, if less ballots are required.

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, such as for the increase or decrease in polling places or ballot printing requirements, the Offeror's price for the new system 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/Reduction*

Because the New System shall be capable of additional growth or reduction to meet any increase or decrease in voter rolls or polling places anticipated by OOE during the term of the Contract, this growth or reduction shall be only possible through the acquisition of additional polling place equipment or reduction of polling place equipment; all election administration and voting data reporting software shall be capable of supporting this growth or reduction without modification.

#### *Cost or Pricing Data*

The present RFP does not require the provision of cost or pricing data, beyond any data specifically requested. To the extent, this RFP is interpreted as soliciting proposals for a contract that would normally require the provision of such data or the issuing of a cost or price analysis, any such requirement has been waived pursuant to HAR § 3-122-124(c).

*Part 4. Technical Proposal.* (This section shall be used in the evaluation of *Section Five* of this RFP.)

*Description of the Proposed New System.* A complete description of the proposed New System as it will be finally configured including hardware, software, and the Ancillary Services. The description shall include whether the machines are new or used. If used, the description shall include information regarding the age of the machines and their previous use such as in what jurisdiction and for what elections. Additionally, an explanation shall be provided explaining how the machines will be maintained in order to ensure that they function properly in compliance with the RFP.

*Description of the Proposed New System's Strengths.* A complete description of how the unique features and strengths of the New System will best meet the state's best objectives.

*Description of the Proposed New System's Weaknesses.* A complete description of any disadvantages or limitations of which the state should be aware when evaluating the New System.

*Description of Product Warranties.* A complete description of all product warranties provided by the Offeror and a specific expression of the Offeror's warranty to the state to assure the New System's service to the state's voters.

*Description of the Proposed Ancillary Services.* A complete description of the terms and conditions under which each type of the Ancillary Services described in this RFP will be provided during the term of the contract, including response time. The description must include:

- a basis of estimate, exclusive of cost data, for the Ancillary Services, which identifies each activity phase and its scheduled start and completion dates;
- the number of the Offeror's and OOE personnel required for each activity, for example, on-site programming, training, preventive maintenance, etc., and the number of hours scheduled for such personnel;
- 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 shall be available and provided to make repairs; and
- a description of the manner of applying the Ancillary Services to meet or exceed the requirements of the State.

*Description of the Proposed Ancillary Services' Strengths.* A complete description of how the unique features and strengths of the Ancillary Service's will best meet the State's objectives.

*Description of Proposed Ancillary Service's Weaknesses.* A complete description of any disadvantages or limitations of which the state should be aware in evaluating the Ancillary Services.

*Description of Proposed New System's Operation.* A complete description of how the New System's hardware components, software components, and Ancillary Services will be integrated to accomplish the successful conduct of the state's election regarding:

- administration;
- conversion of candidate filing data;
- ballot preparation and ballot production;
- ballot counters (marksense technology);
- vote recorders (direct recording electronic technology);
- vote tally functions;
- audit functions; and
- testing.



*Sample Ballot.* A sample ballot in the form of one (1) or more cards or sheets (marksense technology) or hard copies of one (1) or more display screens (DRE) if offered.

*Evidence of Qualification Testing.* Evidence that the proposed New System has successfully completed the qualifications test requirements defined in the 2002 Voluntary Voting System Standards as provided in Appendix B of this RFP, or any subsequent iteration of the federal voting system standards, referred to as the Voluntary Voting System Guidelines (VVSG) (e.g. 2005 VVSG). This evidence must include a statement from an Independent Testing Authority (ITA) as defined in such Voluntary Voting System Standards that both the hardware elements and the software elements of the proposed New System comply with the requirements of the 2002 Voting System Standards, or any subsequent iteration of the federal voting system standards, such as the 2005 VVSG. The evaluation committee may accept alternative evidence if deemed appropriate. If the proposed New System requires components or features not previously tested by the ITA, 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 5. Qualifications and Financial Stability of Offeror.*

*Offeror – Qualifications and Experience.* A complete description of the capabilities of the Offeror to provide the requirements of this RFP. This description should not exceed five (5) pages and should include a detailed summary of the Offeror's experience relative to voting systems similar to the proposed New System. Offerors must have at least three (3) years of relevant experience.

*Financial Statements.* Copies of the Offeror's last two (2) audited annual financial statements.

*References.* Complete reference information for public institutions or agencies for which the Offeror provides or has provided comparable systems and 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.

*Key Personnel – Qualifications and Experience.* A complete list of and resumes for all key personnel associated with the proposal. For each person on the list, the following information is to be included:

- the person's relationship with the Offeror, including job title and years of employment with the Offeror;
- the role that the person will play in connection with the Proposal;
- the person's address, telephone and fax numbers, and e-mail address;
- the person's educational background;
- the person's relevant experience;
- relevant awards, certificates or other achievements;
- any felony convictions; and

- contributions to any political candidate in the state of Hawaii within the past ten years.

This part of the Proposal may not exceed three (3) pages of information for each listed person.

*The 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 ten (10) years, or taken an active part in political management or political campaigns in the state of Hawaii.*

**Part 6. Implementation Plan and Schedule.** (This section shall be used in the evaluation in *Section Five* of this RFP.)

A plan for implementing the New System's hardware components, software components, and Ancillary Services for the year 2010 Elections. Specific year 2010 election dates and deadlines are noted in Appendix J and must be included in the Implementation Plan and Schedule.

The plan must include information on the process for installing and preparing the New System for operation by clearly identifying and defining the tasks, timetables, and the respective roles and responsibilities of the Offeror, the state, and any third parties.

The plan must discuss: hardware production, delivery, and installation; software development, delivery, and installation, including the programming of ballots; facilities preparation; system storage, including space requirements, air conditioning requirements, transportation requirements, periodic maintenance, etc.; personnel recruitment and training; testing; voter education and public information program; and any other steps required to make the system operational. This plan shall also include a discussion of the Offeror's operational staffing necessary to meet the state's full service contract requirement.

**Part 7. Executive Summary.** (This section shall be used in the evaluation of *Section Five* of this RFP.)

A brief synopsis of the highlights of the proposal and the overall benefits of the proposal to the state. This synopsis may not exceed three (3) pages in length and should be easily understandable.

**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, Special Provisions, and other matters in the RFP, to the extent they are **required** in order to comply with legal requirements, shall be considered. Offerors are reminded that most AG General Conditions are based on either a statutory or administrative rule basis.

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 General Conditions are provided. :

- (1) Any exception to § 6.200 Subcontracting may impact AG GC ¶ 6 Subcontracts and Assignments, and possibly to the statutory requirement of HRS § 40-58 (In favor of assignees).
- (2) Section 6.260 Inspection & Modifications – 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 General Condition, 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).
- (3) Section 6.270 Contract Staffing Requirements, requires the vendor 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 also AG GC 13 Termination for Default. As such, a requested exception to § 6.270 may impact HAR § 3-125-3 and AG GC 13.
- (4) Section 6.280 Liquidated Damages, provides a set list of liquidated damages by reference. The authority to assess such damages is based on AG GC 9 and HAR § 3-125-19.
- (5) Section 6.310 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).
- (6) 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.

(7) A request for an exception to §6.030 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 purposes. This is why 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).

*Part 9. Answers to Appendix A.* Complete and provide detailed answers to each question in Appendix A.

## SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

### 5.010 GENERAL INFORMATION

Evaluation Committee. 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. As discussed in 5.020 Evaluation Criteria, there are five criteria areas (i.e. 1. Technical Criteria - 35 Points; 2. Understanding of Project as Outlined in the Entire RFP – 5 Points; 3. Implementation Plan and Schedule – 5 Points; 4. Pricing – 30 Points; and 5. On-Site Demonstration – 25 Points).

Initial Evaluation (Criteria 1, 2, 3, and 4). The initial evaluation of all proposals received will be evaluated against criteria 1, 2, 3, and 4 only. The maximum number of points possible in the initial evaluation phase is seventy-five (75) points.

On-Site Demonstration (Criteria 5). The Offerors whose proposals are among the top three highest point totals, for the initial evaluation of criteria 1, 2, 3, and 4, will be offered the opportunity to present to the Evaluation Committee a demonstration of its proposed New System in Honolulu at a place and time to be designated. The maximum number of points possible for the on-site demonstration (criteria 5) is twenty-five (25) points.

The on-site demonstration provides the Evaluation Committee the opportunity to observe and evaluate the proposed New System in actual operations to simulate election conditions. All such demonstrations will occur at the same location in the city and county of Honolulu to be designated. During the demonstration, each Offeror shall have up to eight (8) hours after the demonstration begins to demonstrate its proposed New System. The order of each Offeror's demonstration shall be determined by random drawing. Each Offeror's configuration of its proposed New System must include:

- sufficient ballot counters and vote recorders;
- central vote count system;
- any ancillary devices required for data entry, data storage, data accumulation, data transmission, printing reports, etc;
- all consumables required to support the proposed New System during the demonstration;
- spare and repair parts required to support the proposed New System during the demonstration; and
- thorough demonstration of the system's security features.

In addition, the proposed New System must meet all the requirements set forth in Appendix D to this RFP.

Note: 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 on election days 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 Offeror provides during the demonstration shall include all necessary delivery, installation, testing, training, logistical support, hardware and software maintenance, delivery and storage services.

## **5.020 EVALUATION CRITERIA**

The award for the New System will be made to the Offeror whose proposal is determined to be responsive to the RFP and the most advantageous to the State based on the established evaluation factors and their respective weight. More specifically, each proposed New System is subject to and may earn a maximum of 100 points.

### **1. Technical Criteria (35 points)**

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

- system design and development – the New System's design and operational characteristics including system and voter security will be considered in light of the requirements of Appendix B. Note: credit will be given for features of the proposed design that offer enhanced utility, voter acceptance, and / or ease of integration;
- system support – the system's available resources for and dedicated to the New System's support in terms of their scope and extent required to operate and maintain the proposed new system during the term of the contract will be considered in light of the requirements of Appendix B; and
- ancillary services – the system's proposed Ancillary Services will be considered in the light of the requirements of Appendix C.

### **2. Understanding of Project as Outlined in the Entire RFP (5 points)**

An evaluation and judgment will be made of the probability of the success of, and the risks associated with, the New System based on a demonstration in its proposal of the Offeror's reasonable and thorough understanding of:

- the procedure for and manner in which elections are conducted in Hawaii;
- the deliverables the state requires; and

- the proffered pricing in terms of the extent to which it reveals the Offeror's effort and willingness to provide the resources reasonable and necessary to meet the New System's requirements for the 2010 elections.

**3. Implementation Plan and Schedule (5 points)**

An evaluation and judgment will be made of the probability of the success of, and the risks associated with, the New System based on a demonstration in its proposal of the Offeror's reasonable and thorough understanding of:

- the requirement to create a plan and schedule to meet all OOE's schedule events and associated tasks and requirements for the elections; and
- 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 OOE's schedule for the elections.

**4. Pricing (30 points)**

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

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

**5. On-Site Demonstration (25 points)**

An evaluation and judgment will be made of the probability of the success of, and the risks associated with, the Offerors', who qualify to render an on-site demonstration, New System based on an on-site demonstration that reveals and verifies all the proper programming, features, and functions of, and the reasonable, known, and experienced risks to, the:

- ballot generation software;
- ballot formats and design;
- election preparation software;
- programming and software installation;
- reports other than voting result generation software;
- election voting result reports; and
- voting equipment both before and after an election that verifies its proper programming and operation.

In addition for those Offerors who qualify, an evaluation and judgment will be made of the probability of the success of, and the risks associated with, the New System based on an on-site demonstration that reveals and verifies all the proper programming, features, and functions of, and the reasonable, known, and experienced risks to, the capacity of the system to:

- read accurately and consistently all voted ballots on all vote recorders;
- provide clearly and easy to understand all equipment operating instructions;
- process on the central vote count system expeditiously all absentee and precinct ballots;
- produce expeditiously election reports;
- integrate easily all precinct and absentee vote results; and
- provide and ensure all system security.

### **5.030 BEST AND FINAL PROPOSALS**

#### Classification of Proposals – Priority List

Before conducting discussions, a “priority list” shall be generated by the evaluation committee. The proposals will be initially classified as acceptable, potentially acceptable, or unacceptable. All responsible offerors who submit acceptable or potentially acceptable proposals are eligible for the priority list. The offerors placed on the list may be referred to as Priority Listed Offerors.

#### Discussions with Priority Listed Offerors

After the On-Site Demonstration, the Evaluation Committee and any persons designated by the Evaluation Committee, will meet with each Priority Listed Offeror to discuss possible solutions to any issues and how those issues and potential issues may impact the State’s schedule. However, proposals may be accepted without discussion. The provisions of HAR § 3-122-53 are applicable to such discussions.

The Procurement Officer may request that each Priority Listed Offeror prepare and submit a written supplement to its original proposal to address any concerns and questions of the State, including any raised during the Initial Evaluation and the On-Site Demonstration, and to present the State with the Offeror’s final offer.

This documentation of the final offer shall be known as the Best and Final Offer (BAFO). The requirements of any requested BAFO will be specified by the Procurement Officer. The State reserves the right to conduct additional rounds of discussions with the Priority Listed Offerors before the submission of the BAFO.



If BAFOs are 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 BAFOs shall be within the sole judgment and discretion of the Evaluation Committee. If BAFOs are not requested, any selection for award will be based on the Offerors' 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 listed 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.

### **5.040 CONTRACT AGREEMENT**

The Offeror selected by the Evaluation Committee shall cooperate with the State in good faith to promptly execute, and deliver the contract to the State along with any other required documents. If for any reason the selected Offeror fails to proceed to the reasonable satisfaction of the State, the State shall have the right to terminate all actions without liability and contract with another Offeror selected by the State.

Modifications to these provisions or additional provisions will be mandatory in the final agreement, as required by applicable federal and state statutes, rules and regulations.

### **5.050 RFP TERMINATION**

The State reserves the right to terminate this RFP for any reason. This includes, but is not limited to, the outcome in court of the appeals to the protest of the contract awarded to a vendor for the 2008 elections and its impact on this RFP as determined in the sole judgment of the State.

## **SECTION SIX SPECIAL PROVISIONS**

### **6.010 GENERAL TERMS AND CONDITIONS**

Proposals shall be in accordance with the requirements of this RFP and of the Attorney General's General Conditions (AG GC), dated April 15, 2009, that are part of this RFP and appear in Appendix L. Copies of the AG GC are additionally available on the Internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

### **6.020 RESPONSIBILITY OF OFFERORS**

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;
- prepaid health care under ch. 393, HRS; and

The instructions for furnishing such certifications and documents acceptable to the State as proof of compliance with the above requirements appear in Section 6.110.

### **6.030 SUBJECT TO AVAILABLE FUNDS**

This contract shall be for the 2010, 2012, and 2014 elections from the official start date on the notice to proceed through and including December 31, 2014 subject to availability of funds after the first year that ends December 31, 2010, under Hawaii law. The contract may be extended for three (3) additional twenty-four month periods or portions thereof if mutually agreed upon in writing before the expiration of the contract.

If funds are not available to support continuation of performance under the contract in any fiscal period beginning January 1, 2011, the contract will be cancelled. This provision, however, does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

### **6.040 CONTRACT ADMINISTRATOR (CA)**

Mr. Kevin B. Cronin, chief election officer, telephone (808) 453-8683, or his authorized representative, is designated the CA and represents the Office of Elections.

### **6.050 RFP GENERAL PROCESS**

The RFP process under Subchapter 6 of Chapter 3-122, HAR, that implements Section 103D-303, HRS, is as follows:

- changes to the RFP will be made only by Addendum. If the State determines there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change;
- *proposals shall not be opened publicly* but shall be opened in the presence of no fewer than two (2) including the chief election officer and other procurement officials;
- the register of proposals and Offerors' proposals shall not be disclosed until such time as provided under HAR § 3-122-58. All proposals, successful and unsuccessful, then become available for public inspection. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option;
- the State will conduct a comprehensive, fair and impartial evaluation of proposals, and reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP;
- the RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract; and
- if any contract interpretation issues arise, resolution of such issues shall be controlled first by the RFP but if not, then by any applicable addenda but if not then by the contract document.

#### **6.060 SUBMISSION OF PROPOSAL**

Before submitting a proposal, each Offeror has a duty and obligation to:

- examine thoroughly the solicitation documents, including this RFP and its exhibits; and
- become familiar with the applicable local, State, and federal laws, ordinances, rules, and regulations that may in any manner affect progress, performance, and cost of the work specified and required under this RFP.

By submitting a proposal, each Offeror's proposal constitutes and is deemed its understanding of and acceptance and compliance with the requirement of this RFP and any Addendum or Addenda. An Offeror's submitted 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.

#### **6.070 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.

#### **6.100 PROPOSAL PREPARATION**

The following conditions apply:

- *Tax Liability.* The Contractor's work to be performed under this RFP is a business activity taxable under ch. 237, HRS, and each Offeror is advised of its liability for the Hawaii General Excise Tax (GET) at the current 4.712% rate or as it may exist at the time of any taxable event. If, however, an Offeror is a person exempt from paying the GET and thus not liable for the taxes on this solicitation, each Offeror shall state its tax exempt status and cite in its proposal the HRS chapter or section allowing the exemption. Any Offeror's such 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 are also informed of the tax preference provisions of the procurement code found at HAR Chap. 3-124, Subchap. 7 (Tax Preference) and HRS 103D-1008. Specifically, "a tax preference will be given to taxpaying bidders." "The objective of this preference is to ensure fair competition for bidders paying the applicable Hawaii General excise tax and the applicable Hawaii use tax." HAR 3-124-50.

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.

#### **6.110 AWARD OF CONTRACT REQUIRED DOCUMENTS**

*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 OOE 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 OOE. A photocopy of the certificate is acceptable to the OOE.

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.

On-line business registration and the certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 H.S.T.). 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 (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the 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 or the DOTAX website, and by mail or fax at DOTAX Website (Forms & Information) at [http://www.hawaii.gov/tax/a1\\_1alphalist.htm](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 OOE. The tax clearance certificate, however, shall be filed with the OOE.

- *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 OOE a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the OOE. A photocopy of the certificate is acceptable to the OOE.

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 [www.dlir.state.hi.us](http://www.dlir.state.hi.us) (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 OOE.

*Responsibility of Offeror After Contract Award.* Upon completion of the contract for payment for each election, the Contractor to obtain final payment has additional requirements. It must submit a tax clearance certificate for final payment. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the "Quick Links" section of the homepage.

*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 vendor's status is compliant with the requirements of Chapter 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 certificates (certificate) are (is) not filed timely to enable an award of a contract, an Offeror's proposal otherwise responsive and responsible may not receive the award.

#### **6.120 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 (2) business days of the State's request.

#### **6.130 CONFIDENTIAL INFORMATION**

Those sections of the proposal that the Offeror believes are confidential and/or proprietary should be identified by the Offerors, and if agreed to by the State, shall be deemed confidential and excluded from access. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that

should be withheld as confidential, then the Procurement Officer should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

*An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, shall be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential 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.

#### **6.140 REQUIRED REVIEW BY OFFEROR**

Each Offeror has a duty to carefully review this RFP for any defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be *made in writing and should be received by the Purchasing Officer before the deadline for written inquiries as stated in Section One*. This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of Offeror's proposal when award could not be made.

#### **6.150 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.

#### **6.160 PROPOSAL ACCEPTANCE PERIOD**

The State's acceptance of proposal, if any, will be within one hundred eighty (180) 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 one hundred eighty (180) days after the date of Proposals Due and Opening.

#### **6.170 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.

<u>Coverage</u>	<u>Limits</u>
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 (4) 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.

#### **6.180 CONTRACT EXECUTION**

Successful Offeror receiving award shall be required to enter into a formal written contract. Performance bond is required for this 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.

#### **6.190 PERFORMANCE BONDS**

Pursuant to Section 3-122-224, HAR, before any contract is entered into, the Contractor shall provide a performance bond to the State. The performance bond shall be in the penal sum of not less than fifty percent (50%) of the amount of the contract awarded, as security for the faithful performance of the contract. This would mean half of the overall contract amount for the 2010, 2012, and 2014 combined. During the performance of the contract, the amount of the performance bond may be reduced by mutual agreement as work is completed.

If an option to extend by mutual agreement is exercised, the Contractor shall provide a new performance bond with the Supplemental Agreement to the Contract.

#### **6.200 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.

#### **6.210 INVOICING**

Contractor shall submit an invoice to the Office of Elections in such amounts as the Procurement Officer or successor designates as the amounts due from each county, the city and county of Honolulu, and the State. The Contractor shall submit its invoice to each of county, city and county, and state separately to the address the Procurement officer provides, and each county, city and county, and state shall be obliged to remit directly to the Contractor such entity's designated share. The procurement officer in turn will write to each county and city and 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 a 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.

## **6.220 PAYMENT**

Payment to the Contractor shall be made in accordance with the Payment Schedule in *Appendix G, Special Requirements*.

Section 103-10, HRS, provides that the State shall have thirty (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.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

## **6.230 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.

## **6.240 CONTRACT MODIFICATION**

The contract may be modified only by written document signed by the Contract Administrator and Contractor personnel authorized to sign contracts on behalf of the Contractor.

## **6.250 CONTRACT INVALIDATION**

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

## **6.260 INSPECTION & MODIFICATIONS 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.

#### **6.270 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.

#### **6.280 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. It is agreed that the Contractor shall pay the State liquidated damages as listed in Appendix G for each and every violation by the Contractor in failing to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

The liquidated damages provisions, presume that all voters will be able to vote during polling hours on election day, and that all ballots will be properly counted by the end of the election day. As such, matters relating to voting machines not counting ballots properly, polling hours having to be extended due to machine problems, 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.

#### **6.290 PROTEST**

A protest shall be submitted in writing within five (5) 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 (5) 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(s), 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, OOE, 802 Lehua Avenue, Pearl City, Hawaii 96782.

### **6.300 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.

### **6.310 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; provided, that the State gives the Contractor written notice of any cancellation or termination no less than 120 calendar days before the effective date of such cancellation or termination. The Contractor's obligation under this contract shall continue until the specified termination date.

## SECTION SEVEN ATTACHMENTS

### ATTACHMENTS

- Attachment 1: OFFER FORM OF-1\*
- Attachment 2: OFFER FORM OF-2\*
- Attachment 3: Wage Certificate\*
- Attachment 4:
  - Appendix A – Questions
  - Appendix B – New System – Design, Fabrication and Performance Requirements
  - Appendix C – Ancillary Services – Requirements
  - Appendix D – Demonstration Requirements
  - Appendix E – Election Report Specifications
  - Appendix F – 2008 Ballot Printing and Delivery Requirements
  - Appendix G – Special Requirements
  - Appendix H – Candidate Contest List
  - Appendix I – Polling Place List
  - Appendix J – Election Calendar
  - Appendix K – Draft 2010 Ballot Type Table
  - Appendix L – AG General Conditions

**\*These forms must be completed, signed, and included with the original and all copies of the RFP submittal package.**

**OFFER FORM  
OF-1**

A Voting Equipment System  
Department of Accounting and General Services, Office of Elections  
RFP-10-001-SW

Procurement Officer  
The Office of Elections  
State of Hawaii  
Pearl City, HI 96782

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008 Rev. 4/15/2009, included and made a part hereof; 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.

Bid guaranty, made payable at sight or unconditionally assigned to the State of Hawaii for the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) is enclosed herewith in the form of :

Legal Tender	( )	Surety Bond (use attached form)	( )
Cashier's Check	( )	Certificate of Deposit	( *)
Teller's Check	( )	Share Certificate	( *)
Certified Check	( )	Treasurer's Check	( )

\*Offeror submitting a certificate of deposit or a share certificate is advised to contact the Procurement Officer named on the cover of this solicitation. The maximum penalty for early withdrawal, if any, must be added to the certificate amount. "Deposit, Assignment and Transfer of Certificate of Deposit" form must also be submitted with the offer.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)  
E-mail Address: \_\_\_\_\_ \*\* \_\_\_\_\_  
\_\_\_\_\_  
**(Offeror)** **Exact Legal Name of Company**

\*\*If 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:

\_\_\_\_\_

EXHIBIT A

**SURETY [BID] [PROPOSAL] BOND**  
(11/17/98)

Bond No. \_\_\_\_\_

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
*(Full Name or Legal Title of Offeror)*

as Offeror, hereinafter called Principal, and \_\_\_\_\_,  
*(Name of Bonding Company)*

as Surety, hereinafter called Surety, a corporation authorized to transact business as a  
Surety in the State of Hawaii, are held and firmly bound unto \_\_\_\_\_,  
*(State/County Entity)*

as Owner, hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
*(Required Amount of Bid Security)*

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment  
of which sum well and truly to be made, the said Principal and the said Surety bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_  
*(Project by Number and Brief Description)*

**NOW, THEREFORE:**

The condition of this obligation is such that if the Owner shall reject said offer, or in  
the alternate, accept the offer of the Principal and the Principal shall enter into a Contract  
with the Owner in accordance with the terms of such offer, and give such bond or bonds as  
may be specified in the solicitation or Contract Documents with good and sufficient surety  
for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof as specified in the solicitation then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



(Seal)

\_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**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:

	<u>Total Amount</u>
Election Year 2010	\$ _____
Election Year 2012	_____
Election Year 2014	_____
*GRAND TOTAL:	\$ _____

Price Reduction (Per Election Cycle) for each polling place, below 338 polling places, not utilized	\$ _____ (2010)	\$ _____ (2012)	\$ _____ (2014)
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Price Increase (Per Election Cycle) for each polling place, beyond 338 polling places, utilized	\$ _____ (2010)	\$ _____ (2012)	\$ _____ (2014)
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Price Reduction (Per Election Cycle) for each ballot, below the amount required in the contract, ordered	\$ _____ (2010)	\$ _____ (2012)	\$ _____ (2014)
--	--------------------	--------------------	--------------------

Price Increase (Per Election Cycle) for each ballot, beyond the amount required in the contract, ordered	\$ _____ (2010)	\$ _____ (2012)	\$ _____ (2014)
--	--------------------	--------------------	--------------------

Offeror: \_\_\_\_\_  
COMPANY NAME

Authorized Signature \_\_\_\_\_

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: RFP No.: \_\_\_\_\_

Title of RFP: \_\_\_\_\_

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.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A: Questions

**DIRECTIONS:** Please answer the following questions as completely as possible.

### 1. GENERAL

- 1.1. Does your company perform “full-service” elections (e.g., print ballots, on-site coding and testing of the election parameters, train polling place workers and election staff, develop training materials for voting equipment, deliver voting equipment to polling places, develop voter education programs, election day technical support to operate system)?
- 1.2. What is the Offeror’s recommended ratio of voters to ballot counters (marksense technology) and vote recorders (direct recording electronic technology)?
- 1.3. Describe the number of recounts your company has experienced? How many times was the winner of an election overturned by the results of a manual recount?

### 2. SYSTEM PARAMETERS

#### 2.1. Election Definition

- 2.1.1. What is the maximum number of ballot types your system can accommodate?
- 2.1.2. What is the maximum number of political parties your system can accommodate?
- 2.1.3. What is the maximum number of contests your system can accommodate?
- 2.1.4. What is the maximum number of candidates your system can accommodate?
- 2.1.5. Can your system accommodate “open”, “closed”, “single party”, and “blanket” primaries? If yes please explain how your system:
  - 2.1.5.1. Can accommodate the “Single Party” Primary with partisan and/or nonpartisan Special Elections.
  - 2.1.5.2. Can accommodate “slate” (group) or “straight party” voting.
- 2.1.6. How many columns does your ballot have?
- 2.1.7. We currently have five (5) political parties and nonpartisans (treated like a party in the Primary). Can your system accommodate more than six (6) parties?
- 2.1.8. Can your system accommodate more than one ballot card in a Primary Election and still detect multi-party voting?
- 2.1.9. Can your system accommodate nonpartisan contests with partisan offices in a Primary Election?

- 2.1.10. Can your system accommodate two (2) or more ballots per voter?
- 2.1.11. Can your system accommodate a team of candidates for “president/vice president” and “governor/lieutenant governor” in which the names and office title of the candidates for vice president and lieutenant governor are printed below the name and office title of the candidates for president and governor of the same political party? (In other words, the names of the team (candidates for president and vice president of the same party) will be printed on the ballot and there will be one voting position for that team).
- 2.1.12. Is your system capable of handling multiple languages? If so, how many and what languages?
- 2.1.13. Is your system capable of handling audio ballots in multiple languages? If so, how many and what languages?
- 2.1.14. Does your system have automatic ballot generation capabilities?
- 2.1.15. Can the State’s candidate filing data be electronically captured and used to automatically generate ballots (Microsoft Access or ASCII text data formats)?
- 2.1.16. Does your system provide for one time data entry to automatically generate ballots and program the ballot counters? Describe the process.
- 2.1.17. Can your system automatically generate camera ready ballot layouts/artwork?
- 2.1.18. Can your system accommodate manual corrections/changes to the automatically generated ballots, ballot types, and/or candidate data?
- 2.1.19. Can your system automatically generate camera ready facsimile ballots?
- 2.1.20. How long would it take to generate and print ballot proofs for approximately 300 different ballot types for Hawaii’s Primary Election (six different political parties and special nonpartisan offices elections)?
- 2.1.21. How long would it take to generate and print ballot proofs for approximately 300 ballot types for Hawaii’s General Election (including all candidates and all ballot measures)?
- 2.1.22. Does your system accommodate write-in votes?
- 2.1.23. Does your system accommodate ballot rotation?

## 2.2. **Ballots**

- 2.2.1. What are the standard dimensions of a ballot?
- 2.2.2. How many voting positions can the standard-sized ballot contain (front and back)?

- 2.2.3. What are the maximum dimensions of a ballot?
- 2.2.4. How many voting positions can the maximum-sized ballot contain (front and back)?
- 2.2.5. Will a card gauge or ballot template be provided to determine properly printed ballots? (marksense only)
- 2.2.6. What marking instruments/device does your company recommend for its marksense ballots?
- 2.2.7. What is the maximum number of characters that can be accommodated per line and per standard column of a ballot? Indicate font size used?
  - 2.2.7.1. What is the maximum font size?
  - 2.2.7.2. Can your system handle diacritical marks?
- 2.2.8. Can the ballots be numbered consecutively?
- 2.2.9. Can the ballots have a detachable “voter receipt stub” as part of the ballot?
- 2.2.10. Where is the voter stub receipt placed on the ballot?
- 2.2.11. Can the perforations from the detachable voters receipt stub adversely impact the precinct counter or central counter machines?
- 2.2.12. Can the ballot be printed with “footprints” in the right bottom that identify ballot type and district/precinct information?
- 2.2.13. Are there different weights of paper on which the ballots must be printed?
- 2.2.14. Does the weight of the paper affect the accuracy of the system?
- 2.2.15. Can the ballots be printed with multiple colors?
- 2.2.16. Will printing ballots with multiple colors increase the cost of the ballots?
- 2.2.17. Can the ballots be printed with a background design?
- 2.2.18. Will the background design impact your system’s accuracy?
- 2.2.19. Will the background design increase the cost of the ballots?
- 2.2.20. Can the ballots be printed locally in Hawaii?
- 2.2.21. Do you train local printing companies?
- 2.2.22. Do you certify local printing companies?

- 2.2.23. Does the paper have to be purchased from your company?
- 2.2.24. What is the estimated production time to produce approximately 900,000 Primary Election ballots?
- 2.2.25. Describe the quality control procedures followed by your company to ensure the proper printing/production of ballots.
- 2.2.26. Does your system offer “ballot on demand” printing?

**2.3. Voting and Vote Counting System Hardware and Software**

- 2.3.1. How many ballots can be processed in a minute by the ballot counter used in the polling place (marksense technology)?
- 2.3.2. How many ballots can be processed in a minute by the ballot counter used in the central vote count system environment (marksense technology)?
- 2.3.3. How many ballots can your ballot box hold (marksense technology)?
- 2.3.4. How many persons are required to operate a ballot counter used in the central vote count system environment (marksense technology)?
- 2.3.5. What type of programmable memory device is used by the ballot counter in the polling place (marksense technology) to store vote totals?
- 2.3.6. What type of programmable memory device is used by the vote recorder (direct recording electronic technology) to store vote totals?
- 2.3.7. List all conditions that will prevent a ballot from being processed and counted by a ballot counter used in the polling place (marksense technology).
- 2.3.8. List all conditions that will prevent a ballot from being processed and counted by a ballot counter used in the central vote count system environment (marksense technology)?
- 2.3.9. Describe the quality control procedures followed by your company to ensure the proper installation, programming, operation and preventive maintenance regimen of all hardware components and software components of the proposed New System.
- 2.3.10. Describe all election definition verification reports produced by the New System to ensure proper programming of the election definition.
- 2.3.11. Describe your preventive maintenance regimen for all the hardware components and software components of the proposed New System.
- 2.3.12. Describe existing measures within the New System to ensure the security and integrity of each hardware component and software component?

- 2.3.13. Does the New System’s ballot counters used in the polling place and in a central count vote count system environment (marksense technology) use the same “read” technology (e.g., visible light or infrared light)? Indicate the “read” technology used.
- 2.3.14. Can the New System count “blank” votes as specified in Appendix B of this RFP?
- 2.3.15. If a voter properly marks a ballot (i.e., uses the proper marking device and blackens each voting position completely), are “partial” reads of the ballot possible?
- 2.3.16. Propose how your company would count 100,000 absentee mail ballots within nine (9) hours on election day. Indicate the number of ballot counters used in the central vote count system environment (marksense technology) required to count the ballots.
- 2.3.17. What are the minimum hardware and software requirements of the New System?
- 2.3.18. Does your company have a device that can simultaneously transmit election results in ANPA format to various media organizations on election day? Provide model name, description, and list of jurisdiction(s) using the device.
- 2.3.19. Describe how your company will address election day breakdowns of your equipment in the field statewide?
- 2.3.20. What is your company’s guaranteed response time to trouble calls from polling places in jurisdiction(s) comparable in size to Hawaii?
- 2.3.21. How does your system address “ballot jams”? (marksense technology only)
- 2.3.22. How does your system address “Voter Verifiable Paper Audit Trail jams”? (DRE technology only)

#### 2.4. **Voter Education**

- 2.4.1. Has your company provided voter education in jurisdictions comparable in size and geography to the State of Hawaii? Describe services provided and jurisdiction(s) provided in.
- 2.4.2. What methods has your company employed to educate the voting public about your voting system and its use:
- 2.4.2.1. Trains Election Personnel?
  - 2.4.2.2. Trains Election Day Personnel?
  - 2.4.2.3. Provides training video?
  - 2.4.2.4. Provides demonstrations to public?
  - 2.4.2.5. Radio Advertisements?
  - 2.4.2.6. Television Advertisements?
  - 2.4.2.7. Print Media?
  - 2.4.2.8. Polling Place Information?



- 2.4.3. Describe the methods your company uses to educate the voting public about the features (e.g., blank ballot, multi-party vote, overvote) they may or may not encounter during the voting process?
- 2.4.4. Describe the methods your company uses to train election day officials who will be using the precinct counters in the polling places?
- 2.4.5. Describe the content and training methodology of the precinct officials' training sessions provided by your company?
- 2.4.6. Does your company provide educational material in alternative formats such as Braille or audio?

## **APPENDIX B: New System – Design, Fabrication, And Performance Requirements**

### **1. Scope**

This Appendix contains the performance, design, and fabrication requirements for the New System. The New System shall be capable of serving from 800,000 to 900,000 registered voters in a minimum of 338 polling places, and shall be capable of additional growth to meet any increase in voter rolls or polling places anticipated by OOE during the term of the Final Agreement, or any reduction in polling places due to decrease in voter rolls, reduction in general funds, or any other reason provided by OOE. Such growth or reduction shall only be possible through the acquisition of additional polling place equipment or reduction of polling place equipment; all election administration and voting data reporting software shall be capable of supporting this growth or reduction without modification.

### **2. Reference Documents**

The following documents form a part of this Appendix to the extent specified herein:

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

### **3. Integrated System**

In general, the New System must be integrated and provide for a single capture of candidates, contests, and related data. This data shall be used to produce ballots, election definitions, memory cards, election results, and election reports.

### **4. Election Operation Requirements**

The New System shall minimally be capable of performing all functions related to:

- Preparation of system hardware and software to produce and count ballots;
- Preparation of system hardware and software to produce election reports;
- Opening the polls;
- Casting, counting, and storing ballots;
- Closing the polls;
- Producing voting data reports;
- Producing audit data reports; and

- Preservation and maintenance of a centralized archival record of all elections.

## **5. Candidate Filing System (CFS) Requirements**

### 5.1. Use of the State's CFS Program

The New System shall have a CFS program that is capable of all the functions currently found in the State's CFS program. This program shall be capable of automatically and electronically integrating the candidate data with the Ballot Preparation function and databases.

The Offeror may choose to use data from the State's CFS program or may create their own program. In either case, the Offeror shall be responsible for integrating the CFS data with the ballot preparation, election definition, and vote counting functions.

If the Offeror creates their own program, it shall be able to perform all the functions currently contained in the State's CFS program. However, if the Offeror chooses to use the State's CFS program, the State shall not be required to modify or change its program in any way.

### 5.2. Purpose of the CFS Database

The CFS database captures, maintains, and disseminates uniform candidate data attributes for use with the New System.

The CFS function shall provide the following major functional capabilities:

- Provide one time data entry and electronic capture of candidate data; provide data attributes to create a complete system;
- Add, edit, update, delete and store data attributes of candidates;
- Sort and report candidate data for dissemination;
- Provide a database which shall serve as the main system database; and
- Provide a database which is fully compatible and capable of integration with the ballot preparation, administrative, district/precinct, and ballot type and election definition databases.

### 5.3. Use of Candidate Data With Ballot Preparation Function

The New System shall format the candidate data so that it can be electronically transferred to and used by the Ballot Preparation Function and the administrative, district/precinct, and ballot type databases.

The Offeror shall ensure that the data transfer is an automatic, single capture of data that does not require manual manipulation.

The Offeror shall ensure that the data transfer shall not require the State to re-enter office titles, candidate names, party names, or any other data or information already available in the CFS database.

## **6. Ballot Requirements**

### 6.1. General

- 6.1.1. The New System shall provide a method to maintain and verify contests, candidates, and ballot measures.
- 6.1.2. The New System shall comply with the Hawaii Revised Statutes (HRS), Chapters 11 and 12, "ELECTIONS, GENERALLY" and "PRIMARY ELECTIONS", respectively.
- 6.1.3. The New System must be capable of generating and servicing up to 1,000 ballot types, 1,000 candidates, 2,000 election contests, and 10 to 12 political parties.
- 6.1.4. The New System shall ensure that in all elections, secrecy of voting and choice of political party affiliation (or nonpartisan) shall be preserved.

### 6.2. Ballot Preparation

The Ballot Preparation function shall include all hardware and software and manual procedures required to comply with the Federal Voting Rights Act, American's with Disabilities Act and accomplish the functions outlined below.

The system databases contained in the Ballot Preparation function may be constructed individually, or they may be integrated into one database. They are treated as separate databases herein to identify the necessary types of data which must be handled, and to specify, where appropriate, those attributes that can be measured or assessed for determining compliance with the requirements of this standard.

The hardware shall have the capacity to meet the State's software and data requirements. Ballot definition for all ballot types (formats) 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 CFS database. The Ballot Preparation function shall enable the user to sort and/or re-index the candidate names. It shall also enable users to enter candidate data not contained in the CFS database as required.

The New 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. The central system software shall be loaded into one central area and used by each subdirectory.

#### 6.2.1. Administrative Database

The New System shall generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and jurisdictions. 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.

#### 6.2.2. District/Precinct Database

The New System shall provide a database capability which shall be directly linked with the ballot type database and shall have the following representative information requirements:

- State Name
- County Name
- District/Precinct Number
- District/Precinct Name
- District/Precinct Address
- District Information – U.S. Representative, State Senate, State Representative, School Board, and Council Districts
- Ballot Type Number
- Precinct Status – Used or not used

The New System shall allow the user to designate precincts to be used in the election in the district/precinct database. The Offeror shall provide the capability of retaining the information contained in the district/precinct database for use in all subsequent elections. The New System shall allow the user to edit the database at any time and shall provide for a system to “proof”, audit, and collaborate that all precincts and ballot types are properly assigned.

#### 6.2.3. Ballot Type Database

The New System shall include a ballot type database that specifies the types of ballots (formats) for the election. This database may be part of the district/precinct database. The ballot type database will identify the types of contests and questions on each ballot, the number of seats for each contest, and the order of the contests on the ballot, through the use of codes that are compatible with the CFS database. Provisions shall be made for entry of data of ballot measure text (contests). Capability shall be provided to receive (capture) the names and affiliations of potential candidates for public elective offices from the CFS database, track the ballot eligibility status of such candidates, and designated contest rules. Flexible on-line inquiry and editing capability shall be provided. Information from the ballot type database shall be used to automatically formulate the ballot.

The New System shall provide a means to retain the ballot type information from the primary election, general election, and special election if necessary. The New System shall allow the user to edit the ballot type information when necessary.

See Appendix K for “Draft” Year 2010 Ballot Type Table Summary.

#### 6.2.4. Association of Ballot Types with District/Precincts

The New System shall provide for a single entry of ballot types (formats) by providing the capability to associate contests automatically with appropriate district/precincts.

#### 6.2.5. Voter Registration Table

The New System shall include provisions for generating and maintaining a voter registration table. The table shall allow interaction with:

- The administrative database to control, for example, the selection and distribution of correctly formatted ballots; and
- The ballot preparation function and administrative, CFS, district/precinct, ballot type, and election definition databases.

### 6.3. Ballot Definition

The New System must generate ballots with identifying codes or marks which are uniquely associated with the proper ballot type. The New System must program and produce all ballot layouts and ballots for all elections and must provide precinct (election day), absentee walk, absentee mail, and test ballots as well as audio and multilingual ballots.

The New System shall use data from the CFS database, the district/precinct database, and the ballot type database to perform automatic and electronic formatting of ballots in accordance with the requirements for offices, candidates, contests, and questions qualified to be placed upon the ballot. The New System shall meet or exceed all legal requirements of the State.

The New System shall be capable of generating sufficient and distinct ballot formats (ballot types) to accommodate requirements for rotation of candidate positions within an office, and requirements for legislative or administrative jurisdictional subsets of a general format.

The New System shall allow the user to enter ballot corrections (additions, deletions, changes) once, and to have the change universally reflected in all affected ballots, memory cards, and each piece of equipment to reflect the ballot requirements of an election. The New System shall provide the capability to change the ballot face (security) code and the ballot revision number each time the ballot is edited.

#### 6.3.1. Entry of Ballot Measures

The New System shall enable the user 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 user.

### 6.3.2. Ballot Programming Instructions

The New System shall include the generation of programming instructions for each memory device electronically and automatically. Such instructions shall include the currently valid ballot configuration for each jurisdiction and appropriate ballot interpretation logic. The ballot programming instructions shall comply fully with all provisions of the State's election laws. 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.

### 6.3.3. Ballot Interpretation Logic

The New System's ballot interpretation logic 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 within an office
- Straight party voting options
- Slate or group voting options
- Multi-party endorsement
- Recall issues, with options
- Re-assembly of multiple-card ballots
- Split precincts
- Vote for N of M
- Write-in voting
- Overvotes and undervotes including blank votes
- Totally blank ballots

The documentation shall include a list of any feature which cannot be accommodated by the New System and/or any variations of the same.

#### 6.4. Ballot Quantities

##### 6.4.1. Primary and General Election Ballots (marksense ballots only)

The New System shall provide the State with Primary and General Election ballots (i.e., precinct, reserve, test, absentee walk, absentee mail, and duplicate ballots) capable of serving from 800,000 to 900,000 registered voters.

##### 6.4.2. Demonstration Ballots (marksense ballots only)

The New System shall provide the State with 50,000 demonstration ballots per election (100,000 total). The demonstration ballots must be coded so that the ballot will not be read by the official vote tabulation system but will be read by the ballot counters in a "demonstration" mode. The demonstration ballots must reflect the ballot colors, the general format, and the standard ballot text printed on the official ballots.

##### 6.4.3. Facsimile Ballots

The New System shall provide the State with approximately 50,000 facsimile ballots per election (100,000 total). The facsimile ballots should be coded so that they may not be read by the vote tabulating system. The facsimile ballots will be printed in English and other required languages (currently Chinese, Ilocano, and Japanese).

##### 6.4.4. LAT and Volume Test Ballots

The New System shall provide a minimum of 10,000 coded ballots test deck per election (20,000 total) for logic and accuracy (LAT) and volume testing. (These LAT ballots are not included in the ballots noted in section 6.4.1.

#### 6.5. Audit Record

The New System must generate audit records of the ballot definition function including, at a minimum, a record of the offices, candidates, and measures provided for on each ballot, valid responses which voters are entitled to make, and a report which identifies each of the ballot formats which were generated.

#### 6.6. Format

The New System shall provide a ballot in the form of one (1) or more cards or sheets (marksense technology) or one (1) or more display screens (direct recording electronic 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 (direct recording electronic technology).



The ballot format shall comply with all provisions of Hawaii's election laws. In addition, the ballot formatting function 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 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;
- The boxes shall be of sufficient size to give ample room in which to designate the choice of the voter in the manner prescribed for the election system in use;
- All of the 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 Section 11-119; and
- Each candidate's name shall be printed on the ballot on one line.

6.6.1. Primary Election Ballot Format (marksense system only)

All Primary Election ballots shall be printed and displayed with different colored party designations to identify/distinguish a party by its party color. The offices and names of candidates of a political party or nonpartisans may (exceed) one (1) column or screen provided that each party shall be clearly designated and distinguished from another party's contests and candidates. Should the Primary Election ballot require more than one card, sheet, or screen, the New System shall have the capability to detect and prevent multi-party (cross-party) voting.

The New System shall provide a voter with means of casting a ballot containing votes for any and all partisan or nonpartisan candidates of their choice, for any and all special election candidates, and for all ballot questions. The voter shall be prevented from voting for a candidate of more than one party or nonpartisan except in the case of a special election.

The following political parties appeared on the 2006 Primary Election ballot:

<u>Party</u>	<u>Position</u>	<u>Ballot Color</u>
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Democrat	1	Purple
Libertarian	2	Green
Republican	3	Yellow
Green	4	Tan
Nonpartisan	5	Grey

Note: For ballot display purposes in the Primary Election, nonpartisans (ballot position 5) are treated as a political party and appears on its own ballot with its own color (grey).

#### 6.6.2. General Election Ballot Format (marksense system only)

All General Election ballots must be printed on paper and imprinted with a screened background design or other security feature. The card tint and the design shall be printed in the same color, with the design printed (screened) a lesser amount.

The New System shall provide the voter with the means of selecting the appropriate number of candidates for any office and of voting on any ballot measure.

#### 6.7. Ballot Proofs

The New System shall produce proofs of the ballots and shall be capable of selectively printing draft ballot proofs for verification purposes. These ballots need not be full size but shall be proportional to the full ballot.

The New System shall also print the following:

- Proofs of a single contest or questions printed full size on laser printers (or other printer as needed);
- Reduced sized proofs of an entire ballot with voting position printed on 8.5" x 11" (or 8.5" x 14") paper on laser printers (or other printers as needed); and
- Reduced sized proofs of an entire ballot with voting positions printed on 8.5" x 11" (or 8.5" x 14") paper by laser printers (or other printers as needed).

#### 6.8. Camera-Ready Copy (marksense technology)

The New System shall be capable of producing camera-ready art, PDF Files, or printing plates which shall be used to print the marksense ballots.

#### 6.9. Facsimile Ballots

The New System shall be capable of producing camera-ready facsimile ballots. The facsimile ballot shall be full size and shall be identical to the actual ballot.

#### 6.10. Production

The New System shall utilize an in-state printing company to print and produce ballots (marksense technology) which shall conform to OOE 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.

6.11. Printing Specifications

The printing specifications have not yet been determined and will depend partly on the New System. Appendix F contains the printing specifications that were used for the 2008 Elections. At the time the Final Agreement is entered into, there may be modifications or additions to these specifications based on the New System selected.

6.12. Paper Stock (Weight)

The New System shall use a sufficient weight of paper to prevent any "bleed" through by the marking device (marksense technology).

6.13. Multilingual Capability

The New System must be capable of handling visual and audio ballots and other voter educational materials in English, Japanese, Chinese, and Filipino (Ilocano) as required by the Language Minority Provision of the Voting Rights Act. Languages may be added or deleted after the year 2010 census.

6.14. Casting Ballots

6.14.1. Ballot Counter (marksense technology)

The New System shall provide for ballots on which are printed fields indicating the name of every candidate, the title of every measure on the ballot which the voter is entitled to vote, and the number of seats available. The New System shall provide a means by which the voter may directly mark the ballot to register votes. The New 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 ballot shall be automatically deposited by the ballot counter directly into the ballot box.

The New System shall provide a means for the voter to place the voted ballot, or cause it to be placed, into the ballot counter at the polling place, 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 a precinct official.

6.14.2. Vote Recorder (direct recording electronic technology)

The New System shall provide for ballots on which are display fields indicating the name of every candidate, the title of every measure on the ballot on which the voter is entitled to vote, and the number of seats available. The New System shall provide a means by which the voter may vote for any and all candidates and

measures appearing on the ballot, in any legal number and combination to which the voter is entitled.

6.14.2.1. Upon activation, the New System 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 New System shall then prevent any further attempt to vote until the system has been reset or re-enabled. The New System shall be able 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.

6.14.2.2. The New System shall provide, in the event of power interruption at the polling place, a means for voting operations to continue. This means shall consist of either an uninterruptible power supply as defined in Appendix B, or paper ballots which voters may use until power is restored.

6.14.2.3. The New System shall provide a printed voting stub, which the voter may retain for his or her records.

## **7. Voting System Requirements**

### 7.1. General

The New System shall comply with Hawaii Revised Statutes (HRS), Chapters 11 and 16, "ELECTIONS, GENERALLY" and "VOTING SYSTEMS," respectively.

### 7.2. Qualifications

7.2.1. The New System shall meet or exceed the Voluntary Voting System Guidelines.

7.2.2. The New System shall be certified by an approved Independent Testing Authority (ITA).

### 7.3. Elections Conducted

The New System shall be capable of conducting the following elections:

#### 7.3.1. Primary Election (Chapter 12, HRS)

As specified in Section §12-31, HRS, no registered voter shall be required to declare party preference or nonpartisanship as a condition of voting. Each voter shall be issued one (1) (or more) Primary Election ballot cards containing the different party and nonpartisan ballots. Voters are entitled to select one (1) party or nonpartisan ballot on which to vote and the special nonpartisan offices ballot.

#### 7.3.2. Special Nonpartisan Offices Elections (City and County of Honolulu, County of Hawaii, County of Maui, and County of Kauai)

In general: County elections shall be conducted in accordance with the election laws of the State insofar as applicable. The City & County of Honolulu, the County

of Hawaii, the County of Maui, and the County of Kauai elective officers shall be elected by nonpartisan elections held in conjunction with the Primary and General Elections. Voters are entitled to vote on one (1) party or nonpartisan ballot and the special nonpartisan offices ballot.

#### 7.3.3. General Election (Article II, Section 8, State Constitution)

7.3.4. Other Special Elections held in conjunction with the Primary or General Elections as prescribed by law.

#### 7.3.5. Board of Education Election (Chapter 13, HRS)

A nonpartisan Board of Education (BOE) Election shall be held in conjunction with both the Primary and General Elections.

#### 7.3.6. Ballot Measures - Constitutional and County Charter Amendments and Initiative Questions (Article XVII, Section 3, State Constitution)

Proposed amendments to the Constitution of the State of Hawaii and proposed amendments, initiatives, and referendum to the County Charters shall be submitted to the electorate for approval in conjunction with the General Election.

### 7.4. Multiple Elections Conducted

The New System must be able to support the requirements of more than one (1) election at a time. For example, Single Party Primary Election and Special Nonpartisan Offices Election

The New System must allow the voter to select one party or nonpartisan ballot on which to vote and allow all voters to vote in the Special Nonpartisan Offices Election.

### 7.5. Software Requirements

#### 7.5.1. Election Data Definition

The New System shall use precinct, candidate, and ballot format data to create the election definition.

The State shall be able to make corrections or to update information as requested. Whenever changes to any of the databases or ballots affect the election definition, the New System shall automatically alert the user that the election definition is not correct and needs to be updated.

#### 7.5.2. Internal Log

The New 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

### 7.5.3. Programming and Software Installation

The New System shall provide a means of automatically and electronically using data from the CFS, the district/precinct, the ballot type databases, and the ballot formats to program from a single entry of data each ballot counter used in the polling places and central vote count system sites and vote recorder in accordance with the ballot requirements of the election, and the jurisdiction in which the ballot counters will be used. The programming must include provisions for validating the correctness of the program, and of its installation in the ballot counters or in a programmable memory device, if one is used.

The New 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 New System, and shall include an identification of the component or components which produced unacceptable test results.

### 7.5.4. Closing Polls

The New System shall provide a means for ballot counters used in the polling places to close polls and prevent the further counting or casting of ballots once the polling place has closed.

### 7.5.5. Reject Conditions (marksense technology)

The New System shall have the capability (at the State’s sole discretion) to reject ballots containing multi-party (cross-party) voting, blank votes, over votes, and/or blank ballots.

### 7.5.6. Prevent Conditions (direct recording electronic technology)

The New System shall have the capability (at the State’s sole discretion) to prevent ballots containing multi-party (cross-party) voting, blank votes, over votes, and/or blank ballots from being cast.

## 7.6. Hardware Requirements

### 7.6.1. Ballot Counter Used in the Polling Place (marksense technology)

The New System shall provide a ballot counter capable of accepting and counting ballots in a minimum of any four (4) orientations. The ballot counter shall have:

- A public counter that displays the number of ballots cast;
- A security lock and seal to secure the memory device;
- A removable programmable memory device which contains an internal power source to preserve election data and voting data in the event of power interruption;
- A means of preventing or detecting the feeding of more than one (1) ballot at a time, and a messaging capability to inform the poll worker which of the multiple-fed ballots has been processed and which has not; and
- A means of detecting any occlusion to the read lens.

### 7.6.2. Ballot Counter Used in the Polling Place (marksense technology)

The New System shall provide a ballot box with two (2) compartments:

- A compartment for marked and counted ballots; and
- A compartment for emergency voting.

The ballot box shall have a security seal lock and seal, and should be detachable and portable.

### 7.6.3. Vote Recorder (direct recording electronic technology)

The New System shall count each ballot as it is cast. The vote recorder shall have:

- A public counter that displays the number of ballots cast;
- A security lock and seal to secure the memory device; and
- A removable programmable memory device which contains an internal power source to preserve election data and voting data in the event of a power interruption.

### 7.6.4. Vote Recorder – Ballot Box (direct recording electronic technology)

The New System shall provide a ballot box for emergency voting. The ballot box shall have a security lock and seal, and should be detachable and portable.

## 7.7. Error Message Requirements

The New System shall make and report error messages as they occur. Error messages requiring resolution by an operator or precinct 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 in the event that 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.

#### 7.7.1. Voter Error

In the event of a voter error in candidate selection, the New System shall provide a means for the voter to correct the error before casting the ballot (direct recording electronic technology).

#### 7.7.2. Poll Worker Error

In the event of a poll worker error in operating the ballot counter (marksense technology) or vote recorder (DRE technology), the New 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.

7.8. Tabulation Requirements – The New System must provide counts at the precinct, district, county, and state levels for the following:

#### 7.8.1. Ballots Cast

The New 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 New System must provide a separate count of the number of ballots cast for each party and nonpartisans and the Special Nonpartisan Offices ballot.

#### 7.8.2. Blank Ballots

The New 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.

#### 7.8.3. Invalid Ballots – Primary Election Only

The New System must invalidate and count the number of ballot cards with cross-party conditions (occurs when a voter votes on: (i) more than one (1) party ballot or (ii) a party ballot and nonpartisan ballot).



Only votes on the party and nonpartisan ballots are invalidated on ballot cards with cross-party conditions. The votes on the Special Nonpartisan Offices ballot shall be counted.

#### 7.8.4. Votes Cast

The New 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.

#### 7.8.5. Blank Votes

The New System must count the number of blank votes cast for each contest or question. For contests with multiple seats, the blank vote counter is incremented by one (1) only if no candidates are selected.

#### 7.8.6. Over Votes

The New System must count the number of over vote conditions that occur for each contest or question. The over vote counter is incremented by one (1) no matter how many candidates are selected in relation to the number of seats available.

### 7.9. Data Integrity, Management, Transmission, and Retention Requirements

7.9.1. The New System must consolidate precinct and absentee vote totals into precinct, district, county, and statewide election results.

7.9.2. The New System must verify the receipt of all ballot counter and vote recorder memory devices and absentee vote totals needed to create complete precinct, district, county and statewide election results.

7.9.3. The New System shall be capable of interrogating the ballot counter and vote recorder memory devices, reading and validating the voting results and other data stored on the memory devices, and reporting this data.

7.9.4. The New System shall ensure that the data read from the ballot counter and vote recorder memory devices are identical to the corresponding data elements contained in the memory devices.

7.9.5. The New System must incorporate editing and security measures to ensure that all ballot counter and vote recorder memory devices are read and that none are read more than once.

7.9.6. The New System shall have the capability to allow the communication of voting results directly from the polling sites to central vote count system sites.

7.9.7. The New System shall have the capability to provide unofficial vote totals for all contests to authorized media organizations through data communication links. The New System design shall be able to use dedicated point-to-point data communication links or dial-up telephone connections. The New System shall

allow authorized media organizations to access unofficial vote totals under conditions approved by the State.

7.9.8. The New 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 New 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.

7.9.9. The New System shall contain provisions for maintaining the integrity of voting and audit data during an election and for a period of at least twenty-two (22) months following an election. This is necessary due to the retention of voting documentation requirements of federal law. 42 USC §§ 1974 through 1974e.

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 storage device; and any attempt at an improper data entry or retrieval procedure.

Any media device, memory card, or any other storage device containing voting or audit data, which must be maintained for a minimum of twenty-two (22) months following an election, shall be the property of the Office of Elections, and will not be returned to the vendor.

#### 7.10. Absentee Voting Requirements

7.10.1. The New System shall be capable of supporting absentee walk-in polling places (early voting), commencing 10 to 15 business days before a scheduled primary and general election. This capability shall include any ancillary devices needed to support absentee walk-in polling places (early voting) with either a marksense technology ballot reader or direct recording electronic vote recorder, as appropriate.

7.10.2. The New System shall be capable of integrating both the absentee system and precinct system directly and electronically.

7.10.3. The New System must electronically segregate the absentee ballots before tabulation or provide the capability to process unsegregated ballots, since absentee ballots are not physically separated by ballot type. The New System must also provide subtotals of the number of absentee walk-in and the number of absentee mail ballots cast.

#### 7.11. System Security Requirements

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

The New 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 New 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 administrative 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 New System shall be consistent with the physical access control procedures of the State.

The operation of the New 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.

## **8. Voting Booth Requirements**

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

- The booth shall be structured to ensure stability against movement or overturning during entry, occupancy, and egress by the voter;
- The booth shall 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; and
- The booth shall 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 polling place shall be equipped with at least one station, meeting the criteria listed above, that can be used by voters with these needs.

## **9. Polling Place Report Requirement**

After the polls have been closed, the New System shall produce the following reports (at the State's sole discretion) in the quantity specified by OOE, for inspection and signature by the designated polling place official(s).

### **9.1. Voting Data Report**

The New System's ballot counters used in the polling place shall have the capability to produce a printed report of the votes counted at the polling place, 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 polling

place has been completed, the system shall not allow the printing of a report, or the extraction of data.

If more than one (1) unit of vote counting equipment is used in a polling place, the system shall provide a means for consolidating the data contained in each unit into a single report for the polling place. 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 precinct shall include:

- Number of ballots casts, by each ballot configuration/type;
- Candidate and measure vote totals for each contest (printed at the State's sole discretion);
- Number of party, nonpartisan, and special only ballots read by type, in primary elections;
- Number of over votes and blank votes for each contest or measure (printed at the State's sole discretion);
- Number of multi-party voting (cross-party), in primary elections; and
- Number of ballots rejected due to multi-party voting (cross-party), blank votes, over votes, and blank ballots.

## 9.2. System Status Report

The New System's ballot counter used in the polling place shall have the capability to produce a system status report.

## **10. Election Report Requirements**

### 10.1. Type of Reports

The New System must produce the following election reports in a timely manner on election days and upon request in the format specified in this RFP.

Summary Report: Contest vote totals at the county and statewide levels.

Precinct Report: Contest vote totals at the precinct level.

Statement of Vote: Contest vote totals at the precinct, district, county and statewide levels.

The New System must also be capable of producing election results in a usable database report format. The database report must contain all election statistics noted in this RFP.

10.2. Statistics

The New System must minimally produce the following election statistics (for precinct vote totals, absentee vote totals [consolidated absentee walk and absentee mail vote totals], absentee walk vote totals, and absentee mail vote totals) at the precinct, district, county and statewide levels.

10.2.1. Primary Election

- 10.2.1.1. Number of Registered Voters
- 10.2.1.2. Number of Primary Election Ballots Cast (Total Turnout)
- 10.2.1.3. Number of Ballots Cast by Party and Nonpartisans
- 10.2.1.4. Number of Total Special Election Ballots Cast
- 10.2.1.5. Number of Invalidations (Cross-Party Conditions)
- 10.2.1.6. Number of Overseas Ballots Casts (Federal Election Contests only)
- 10.2.1.7. Number of Over Votes (per contest)
- 10.2.1.8. Number of Blank Votes (per contest)
- 10.2.1.9. Percent of Primary Election Ballots Cast (Total Turnout)
- 10.2.1.10. Percent of Ballots Cast by Party and Nonpartisans
- 10.2.1.11. Percent of Ballots Cast for the Special Election Only
- 10.2.1.12. Percent of Invalidations (Cross-Party Conditions)
- 10.2.1.13. Percent of Over Votes (per contest)
- 10.2.1.14. Percent of Blank Votes (per contest)

10.2.2. General Election

- 10.2.2.1. Number of Registered Voters
- 10.2.2.2. Number of General Election Ballots Cast (Total Turnout)
- 10.2.2.3. Number of Overseas Ballots Casts (Federal Election Contests only)
- 10.2.2.4. Number of Over Votes (per contest)
- 10.2.2.5. Number of Blank Votes (per contest)
- 10.2.2.6. Percent of General Election Ballots Cast (Total Turnout)
- 10.2.2.7. Percent of Over Votes (per contest)
- 10.2.2.8. Percent of Blank Votes (per contest)

**11. Quality Requirements**

11.1. Materials and Parts

Only new and previously unused materials and parts shall be used to fabricate and assemble the New System components.

11.2. Workmanship

Workmanship standards for fabrication and assembly of the New System shall meet or exceed standard commercial and industrial practice, and shall assure that the New System components are free from damage or defect.

11.3. Quality Conformance Inspection and Test

### 11.3.1. Quality Conformance Inspection and Test

The quality conformance inspection and test shall consist of an acceptance inspection and test, and a special inspection and test.

### 11.3.2. Acceptance Inspection and Test

The purpose of this inspection and test is to assure that each component of the New System and the system as a whole meets the minimum established functional performance requirements. The New System shall be subject to the acceptance test listed in Appendix C. 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 New Systems Acceptance Inspection Test may void the award at no cost and without penalty to the State.

### 11.3.3. Special Inspection and Test

The purpose of this 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, OOE 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.

## 11.4. Characteristics

### 11.4.1. Election Operations

#### 11.4.1.1. Preparation for Voting

##### 11.4.1.1.1. Ballot

To verify conformance to Appendix B of this RFP, 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 (direct recording electronic technology) test ballots in the pattern and quantity specified in the System Acceptance Test Plan.

##### 11.4.1.1.2. Multilingual Capability

To verify conformance to Appendix B of this RFP, one (1) ballot format generated for the sample primary election and one (1) ballot format generated for the sample general election shall be produced in each of the languages that the voting system can accommodate.

##### 11.4.1.1.3. Programming and Software Installation

To verify conformance to Appendix B of this RFP, ballot counters (marksense technology) or vote recorders (direct recording electronic technology) in the quantities specified in the System Acceptance Test Plan shall be programmed for the sample primary election and sample general election. Correct programming shall be verified by performing a Logic & Accuracy test.

#### 11.4.1.1.4. Equipment Readiness Tests

To verify conformance to Appendix B of this RFP, ballot counters (marksense technology) or vote recorders (direct recording electronic technology) in the quantities specified in the System Acceptance Test Plan shall be activated to demonstrate that all built-in diagnostic tests are functioning as designed.

#### 11.4.1.1.5. System Readiness Tests

To verify conformance to Appendix B of this RFP, all system hardware and software, inclusive of ballot counters and/or vote recorders in the quantities specified in the System Acceptance Test Plan 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 absentee ballots, such other “clean-up” procedures as are authorized by OOE, and the production of all system-level reports.

#### 11.4.1.1.6. Verification of Pre-Election Operations

To verify conformance to Appendix B of this RFP, a simulated primary election and a simulated general election shall be performed, as specified in the System Acceptance Test Plan.

#### 11.4.1.1.7. Verification of Election Operations

To verify conformance to Appendix B of this RFP, a simulated primary election and a simulated general election shall be performed, as specified in the System Acceptance Test Plan.

#### 11.4.1.1.8. System Design

To verify conformance to Appendix B of this RFP, the OOE will evaluate the Independent Testing Authority’s Qualification Test Report and its conclusions regarding compliance with the requirements of the FEC Voting System Standards. OOE may, at its sole discretion, determine that additional special tests and examinations are required to assure compliance with its requirements.

#### 11.4.1.1.9. System Security

To verify conformance to Appendix B of this RFP, OOE shall operate the system in accordance with its existing security procedures.

## **12. Packaging and Shipment**

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

## **13. Notes**

### 13.1. Waivers

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.

### 13.2. Guidance

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.

## **14. System Documentation**

Upon delivery of the first article (hardware and software), the Offeror shall provide system documentation as defined in Appendix B of the Voting System Standards.



## APPENDIX C: Ancillary Services – Requirements

### 1. Acceptance Testing

#### 1.1. Support

The Offeror 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 Offeror'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.

#### 1.2. Acceptance Test Plan (ATP)

The ATP submitted by the Offeror shall identify all tests necessary to demonstrate compliance with the requirements of Appendix B. 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.

##### 1.2.1. Equipment Requirements for Acceptance Testing

In the event that negotiations of the Final Agreement results from this RFP, OOE will identify the type and quantity of equipment required for acceptance testing.

##### 1.2.2. 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, as specified in the Hawaii Revised Statutes, Hawaii Administrative Rules, and by OOE procedures;
- Build election-specific files;
- Build election firmware and software;
- Prepare test ballots (marksense technology);
- Define test ballot voting patterns (direct recording electronic technology), if applicable; and
- Validate all test election materials.

##### 1.2.3. System Setup and Installation

The Offeror must minimally:

- Assemble system components in the quantity defined in Appendix C;

- 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; and
- Verify pre-election readiness.

#### 1.2.4. Simulated Election Test Operations, Ballot Counters Used in the Polling Place

The Offeror must minimally:

- Program memory devices;
- Perform all pre-election tests as specified by OOE, including logic and accuracy tests;
- Print audit records;
- Initialize ballot counters and simulate opening of the polls;
- Count test ballots (marksense technology);
- Cast test ballots (direct recording technology), if applicable;
- Close the polls;
- Print polling place voting data reports;
- Transfer secure polling place data to a host computer; and
- Accumulate memory devices and demonstrate data integrity on a host computer.

#### 1.2.5. Simulated Election Test Operations, Ballot Counter Used in the Central Vote Count Environment

The Offeror must minimally:

- Program memory devices;
- Perform all pre-election tests as specified by OOE, including logic & accuracy tests;
- Print audit records;
- Initialize ballot counters;
- Count test ballots (simulated absentee ballots);

- Print central vote count data reports;
- Consolidate central vote count data and polling place voting data;
- Perform procedures for inclusion of uncounted precinct ballots (marksense technology); and
- Perform procedure for generating integrated (central vote count data and polling place voting data) election results.

## **2. Modifications to Tested Systems**

Any modifications to hardware or software after the New 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 will be performed. In the instance of software modifications, full software re-qualification will be performed by the Offeror. 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.

## **3. Technical and Operational Support**

The Offeror shall provide administrative and technical support as required to facilitate the installation, integration, and activation of all hardware and software components of the voting system during the term of the Final Agreement.

The Offeror 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 definition programming, acceptance testing, preventive maintenance, logic & accuracy tests, volume tests, official observers' tests, operation of central counters, printing of results, etc., during the term of the Final Agreement.

## **4. On-Site Programming**

The Offeror shall create, test, and program the election definition in the State of Hawaii during the term of the Final Agreement.

## **5. Preventive Maintenance**

The Offeror 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 Offeror's preventive maintenance shall include the repair of failed modules removed and replaced by user, and equipment and component repair or replacement normally performed at the factory level.

### 5.1. Spare and Repair Parts

The Offeror 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 Offeror shall guarantee that spare and repair parts to support the New System shall be available to the State for a period of not less than twelve (12) years from the date of the Final Agreement.

All spare and repair parts shall be new and not be used or rebuilt. 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 Offeror shall maintain a stock of spare and repair parts necessary to support the New System without disruptions due to parts shortage or unavailability.

The Offeror shall provide spare and repair parts within the following times:

- During critical periods (as defined from August 1 to November 15 of an election year, excluding election days), within 24 hours;
- On election days, within 30 minutes; and
- During non-critical periods, within 2 days.

## 5.2. Quality Management

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

## 5.3. Configuration Management

The Offeror shall maintain a configuration management system covering the design, construction, and testing of all components of the New 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 New System.

## 6. Inventory Log

The Offeror shall provide the State with an inventory log containing the following information for each ballot counter (marksense technology) and vote recorder (direct recording electronic technology):

- 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;
- Memory card serial number (for ballot counters used in the polling place and vote recorders);
- Date machine delivered to polling place;
- Date machine returned from the polling place; and
- Identified problems.

The inventory log shall be in a database format capable of modification and producing reports.

## **7. Testing**

The Offeror shall provide the following as it relates to testing of ballot counters (marksense technology) and vote recorders (direct recording electronic technology):

- Comprehensive logic and accuracy testing procedures to validate accuracy of machines;
- Comprehensive staff training program for testing of machines; and
- Pre-election, observer, and post-election testing to the State.

## **8. Training Support**

The Offeror shall be responsible for preparation of training materials, schedule, conduct of training, and measure of effectiveness in accordance with the following paragraphs. The Offeror shall be responsible for preparation of training materials, schedule, conduct of training, and measure of effectiveness in accordance with the following paragraphs.

### 8.1. Training Courses

Training shall consist of four courses of instruction: (a) OOE and County Staff Training, (b) Poll Worker Trainers Training, (c) Election Day Official Training, and (d) Voter

Training. These courses shall be tailored to meet the specific requirements of each personnel group. Training support shall include the provision of qualified training personnel and all materials required to assure that each training course has been successfully completed.

#### 8.2. OOE and County Staff Training

OOE and County staff training shall cover all aspects of system preparation, ballot preparation, pre-election testing, equipment installation and operation, voting and audit data report generation and processing, post-election testing and preparation of equipment for storage. In addition, OOE staff training shall cover any updates, changes or modifications to the New 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.

#### 8.3. Election Day Officials Trainers Training

A presentation of the New System, as it pertains to the operation of the ballot counter used in the polling places, shall be provided to poll worker trainers statewide. These training sessions shall be conducted in May of an election year. A total of five training sessions is required (two in the County of Hawaii and one each in the other counties).

#### 8.4. Election Day Official Training

Election Day Official training shall be provided before each election during the term of this RFP and the Final Agreement. Such training shall cover all aspects of pre-election testing, equipment operation, opening the polls, assisting voters, closing the polls, obtaining voting data reports, and preparing the equipment for removal from the polling place. These training sessions begin in June of an election year, and continue through October. Note: Training for new poll workers after the Primary Election is conducted during the month of October.

#### 8.5. Voter Training

Voter training shall be provided 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 poll workers in assisting voters to vote and cast their ballots. This training material shall include introductory and descriptive material for release to the media, and for inclusion in sample ballot packages distributed before an election.

### **9. Logistical Support**

The Offeror shall provide all materials and services required to operate and maintain the system during the period of performance of the Final Agreement. Logistical support material shall include the following documentation:

- A 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;

- A 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;
- A system operations manual, describing the system's hardware and software components, operational features, and procedures for invoking them, and support resources required to sustain system operation; and
- System maintenance procedures, identifying all maintenance and repair operations which will be performed by the Offeror, with procedures required to trouble-shoot malfunctions, for fault detection, fault isolation, equipment alignment or adjustment, and removal and replacement of failed components.

#### **10. Delivery**

The Offeror shall provide delivery of the New System to, and retrieval from, the absentee walk-in polling places (early voting) and each polling place in accordance with the terms of this RFP and the Final Agreement, and pursuant to the specific timetables and instructions determined by OOE from time to time.

#### **11. Storage**

The Offeror shall provide storage for the New System when not in use during an election year.

## APPENDIX D: Demonstration Requirements

### 1. Background

Offerors will be given eight hours to make their presentation. Consideration will be given to the efficiency and ease of operation of the user interface.

Offerors shall provide the State with the following at least 10 business days before the Demonstration:

- 1,000 blank demonstration ballots for a sample Primary Election for the County of Hawaii (ballot format to be specified by the State [marksense technology only]);
- 1,000 blank demonstration ballots for a sample Primary Election for the County of Maui (ballot format to be specified by the State [marksense technology only]);
- 1,000 blank demonstration ballots for a sample General Election for the County of Kauai (ballot format to be specified by the State [marksense technology only]);
- 1,000 blank demonstration ballots for a sample General Election for the City & County of Honolulu (ballot format to be specified by the State [marksense technology only]); and
- 1,000 blank generic demonstration ballots (ballot format to be specified by the State [marksense technology only]).

### 2. **Demonstration to Evaluation Committee**

Offerors shall provide an on-site presentation to the Evaluation Committee in the City & County of Honolulu. The order in which the Offerors make their on-site presentations will be determined by the drawing of lots by the State.

Offerors will be asked to demonstrate the operation of a ballot counter used in the polling place and in the central vote count system environment (marksense technology) and a vote recorder (DRE technology), if applicable, during a sample Primary Election and General Election. The demonstration will include:

- Overview of the New System;
- Overview of the operation of the ballot counter used in the polling place;
- Overview of the operation of the ballot counter used in the central vote count system environment;
- Overview of the operation of the central vote count system;
- Overview of the operation of the vote recorder, if applicable;
- 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 on the ballot counter used in the polling place;
- Processing of 50 demonstration ballots for a sample Primary Election for the County of Maui on the ballot counter used in the polling place;
- Processing of 50 demonstration ballots for a sample General Election for the County of Kauai on the ballot counter used in the polling place;
- Processing of 50 demonstration ballots for a sample General Election for the City & County of Honolulu on the ballot counter used in the polling place;
- Steps required to close the polls;
- Printing polling place voting data reports;
- Secure data transfer of ballot counter (precinct) results to host computer (optional). If the Offeror chooses not to demonstrate this feature, please provide information on how it will be done;
- Accumulation of ballot counter (precinct) memory devices;
- Processing of 350 demonstration ballots for a sample Primary Election for the County of Hawaii on the ballot counter used in the central vote count system environment;
- Processing of 350 demonstration ballots for a sample Primary Election for the County of Maui on the ballot counter used in the central vote count system environment;
- Processing of 350 demonstration ballots for a sample General Election for the County of Kauai on the ballot counter used in the central vote count system environment;
- Processing of 350 demonstration ballots for a sample General Election for the City & County of Honolulu on the ballot counter used in the central vote count system environment;
- Transfer of ballot counter (central vote count system) voting data to the host computer;
- Consolidation of polling place vote data and central count vote data;
- Printing consolidated (polling place vote data and central count vote data) election report from the host computer for each county per election; and

- All security features the New System has.

## APPENDIX E: Election Report Specifications

The following reports are minimum requirements.

### 1. Summary Report per County and Statewide – Primary Election

#### 1.1. Description

##### 1.1.1. Summary Report per County

The Summary Report per County contains election results for all the precincts and districts in a specific county.

Each Summary Report per County printed on election night shall be consecutively numbered. The last Summary Report per County printed on election night shall be titled the “Final Report”.

##### 1.1.2. Summary Report Statewide

The Summary Report Statewide contains the election results for all the precincts, districts, and counties in the State.

Each Statewide Summary Report per County printed on election night shall be consecutively numbered. The last Statewide Summary Report per County printed on election night shall be titled the “Final Report”.

#### 1.2. Medium

8 1/2 by 11 paper; portrait; three columns per page.

#### 1.3. Frequency of Printing

The Summary Report per County and Statewide must be Internet ready (universal language such as ASCII File).

##### 1.3.1. Summary Report per County

- 1.3.1.1. Before election day - “Zero” report.
- 1.3.1.2. At designated times on election day after all the polls have closed.
- 1.3.1.3. Upon request.
- 1.3.1.4. After all precinct and absentee ballots in a specific county have been processed.

##### 1.3.2. Summary Report Statewide

- 1.3.2.1. Before election day - “Zero” report.
- 1.3.2.2. At designated times on election day after all the polls have closed.
- 1.3.2.3. Upon request.

- 1.3.2.4. After all precinct and absentee ballots in a specific county have been processed.

#### 1.4. Contents

The Summary Report per County and Statewide shall contain the following information:

- 1.4.1. Title of Election (i.e., Primary Election)
- 1.4.2. Name of Jurisdiction (i.e., State of Hawaii)
- 1.4.3. Title of Report (i.e., Summary Report or Final Report)
- 1.4.4. Scope of Report - County specific or Statewide (i.e., County of Hawaii or Statewide)
- 1.4.5. Date of Election
- 1.4.6. Date and Time of Report Printing
- 1.4.7. Total Number of Precincts per Contest
- 1.4.8. Total Number of Precincts Processed at the Time of Printing per Contest
- 1.4.9. Percent of the Total Number of Precincts Processed at the Time of Printing per Contest
- 1.4.10. Percentage of the Total Number of Precincts Processed at the Time of Printing per Contest (Total Number of Precincts Processed at the Time of Printing per Contest divided by Total Number of Precincts per Contest).
- 1.4.11. Number of Seats Available in Multiple Seat Contests
  - Total Number of Registered Voters (per County or Statewide)
- 1.4.12. Total Turnout
  - Number of ballots cast (Total Precinct Turnout plus Total Absentee Turnout).
- 1.4.13. Percent of Total Turnout
  - Percentage of Total Turnout (Total Turnout divided by Total Number of Registered Voters).
- 1.4.14. Total Precinct Turnout
  - Number of precinct ballots cast (total of Party and Nonpartisan Ballots Cast plus Special Election Ballots Only Cast plus Invalidations - Multi-Party Voting).

1.4.15. Percent of Total Precinct Turnout

Percentage of Total Precinct Turnout (Total Precinct Turnout divided by Total Number of Registered Voters).

1.4.16. Total Absentee Turnout

Number of absentee ballots cast (total of Absentee, Party, and Nonpartisan Ballots Cast plus Absentee Special Election Ballots Only Cast plus Absentee Invalidations - Multi-Party Voting).

1.4.17. Percent of Total Absentee Turnout

Percentage of Total Absentee Turnout (Total Absentee Turnout divided by Total Number of Registered Voters).

1.4.18. Contest Description

1.4.19. Candidate Names

1.4.20. Candidate Vote Totals per Contest

Number of votes cast for each candidate in that contest. Candidate Vote Totals per Contest shall be listed in descending order.

1.4.21. Percent of Candidate Vote Totals per Contest

Percentage of Candidate Vote Totals per Contest (Candidate Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

1.4.22. Blank Vote Totals per Contest

Number of ballots with no votes in that contest.

1.4.23. Percent of Blank Vote Totals per Contest

Percentage of Blank Vote Totals per Contest (Blank Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

1.4.24. Over Vote Totals per Contest

Number of ballots with more candidates voted for in that contest than the number of seats available.

1.4.25. Percent of Over Vote Totals per Contest

Percentage of Over Vote Totals per Contest (Over Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

1.4.26. Party and Nonpartisan Ballots Cast - Precinct

Number of precinct ballots cast for each party and nonpartisan ballot.

1.4.27. Percent of Party and Nonpartisan Ballots Cast - Precinct

Percentage of Party and Nonpartisan Ballots Cast - Precinct (total precinct ballots cast for each party and nonpartisan ballot divided by Total Number of Registered Voters).

1.4.28. Special Election Ballots Only Cast - Precinct

Number of precinct ballots cast containing votes for only the Special Election.

1.4.29. Percent of Special Election Ballots Only Cast - Precinct

Percentage of Special Election Ballots Only Cast - Precinct (total precinct Special Election Ballots Only Cast divided by Total Number of Registered Voters).

1.4.30. Invalidations - Multi-Party Voting (also known as Cross-Party Voting) - Precinct

Number of precinct voters who voted on more than one party ballot or voted on a party ballot and the nonpartisan ballot.

1.4.31. Percent Invalidations - Multi-Party Voting - Precinct

Percentage of Multi-Party Voting - Precinct (Invalidations - Multi-Party Voting - Precinct divided by Total Number of Registered Voters).

1.4.32. Party and Nonpartisan Ballots Cast - Absentee

Number of absentee ballots cast for each party and nonpartisan ballot.

1.4.33. Percent of Party and Nonpartisan Ballots Cast - Absentee

Percentage of Party and Nonpartisan Ballots Cast - Absentee (total absentee ballots cast for each party and nonpartisan ballot divided by Total Number of Registered Voters).

1.4.34. Special Election Ballots Only Cast - Absentee

Number of absentee ballots cast containing votes for only the Special Election.

1.4.35. Percent of Special Election Ballots Only Cast - Absentee

Percentage of Special Election Ballots Only Cast - Absentee (total absentee Special Election Ballots Only Cast divided by Total Number of Registered Voters).

1.4.36. Invalidations - Multi-Party Voting - Absentee

Number of absentee voters who voted on more than one party ballot or voted on a party ballot and the nonpartisan ballot.

2. Summary Report per County and Statewide – General Election

2.1. Description

2.1.1. Summary Report per County

The Summary Report per County contains election results for all the precincts and districts in a specific county.

Each Summary Report per County printed on election night shall be consecutively numbered. The last Summary Report per County printed on election night shall be titled the “Final Report”.

2.1.2. Summary Report Statewide

The Summary Report Statewide contains the election results for all the precincts, districts, and counties in the State.

Each Statewide Summary Report per County printed on election night shall be consecutively numbered. The last Summary Report per County printed on election night shall be titled the “Final Report”.

2.2. Medium

8 1/2 by 11 paper; portrait; three columns per page.

2.3. Frequency of Printing

The Summary Report per County and Statewide must be Internet ready (universal language such as ASCII File).

2.3.1. Summary Report per County

- 2.3.1.1. Before election day - “Zero” report.
- 2.3.1.2. At designated times on election day after all the polls have closed.
- 2.3.1.3. Upon request.
- 2.3.1.4. After all precinct and absentee ballots in a specific county have been processed.

2.3.2. Summary Report Statewide

- 2.3.2.1. Before election day - “Zero” report.

- 2.3.2.2. At designated times on election day after all the polls have closed.
- 2.3.2.3. Upon request.
- 2.3.2.4. After all precinct and absentee ballots in a specific county have been processed.

## 2.4. Contents

The Summary Report per County and Statewide shall contain the following information:

- 2.4.1. Title of Election (i.e., General Election)
- 2.4.2. Name of Jurisdiction (i.e., State of Hawaii)
- 2.4.3. Title of Report (i.e., Summary Report or Final Report)
- 2.4.4. Scope of Report - County specific or Statewide (i.e., County of Hawaii or Statewide)
- 2.4.5. Date of Election
- 2.4.6. Date and Time of Report Printing
- 2.4.7. Total Number of Precincts per Contest
- 2.4.8. Total Number of Precincts Processed at the Time of Printing per Contest
- 2.4.9. Percent of the Total Number of Precincts Processed at the Time of Printing per Contest

Percentage of the Total Number of Precincts Processed at the Time of Printing per Contest (Total Number of Precincts Processed at the Time of Printing per Contest divided by Total Number of Precincts per Contest).

- 2.4.10. Number of Seats Available in Multiple Seat Contests

Total Number of Registered Voters (per County or Statewide)

- 2.4.11. Total Turnout

Number of ballots cast (Total Precinct Turnout plus Total Absentee Turnout).

- 2.4.12. Percent of Total Turnout

Percentage of Total Turnout (Total Turnout divided by Total Number of Registered Voters).

- 2.4.13. Total Precinct Turnout

Number of precinct ballots cast.



2.4.14. Percent of Total Precinct Turnout

Percentage of Total Precinct Turnout (Total Precinct Turnout divided by Total Number of Registered Voters).

2.4.15. Total Absentee Turnout

Number of absentee ballots cast.

2.4.16. Percent of Total Absentee Turnout

Percentage of Total Absentee Turnout (Total Absentee Turnout divided by Total Number of Registered Voters).

2.4.17. Contest Description

2.4.18. Candidate Names

2.4.19. Candidate Vote Totals per Contest

Number of votes cast for each candidate in that contest.

2.4.19.1. Candidate Vote Totals per Contest shall be listed in descending order.

2.4.19.2. Ballot Measure Vote Totals should list "Yes" vote totals and then "No" vote totals.

2.4.20. Percent of Candidate Vote Totals per Contest

Percentage of Candidate Vote Totals per Contest (Candidate Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

2.4.21. Blank Vote Totals per Contest

Number of ballots with no votes in that contest.

2.4.22. Percent of Blank Vote Totals per Contest

Percentage of Blank Vote Totals per Contest (Blank Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

2.4.23. Over Vote Totals per Contest

Number of ballots with more candidates voted for in that contest than the number of seats available.

2.4.24. Percent of Over Vote Totals per Contest

Percentage of Over Vote Totals per Contest (Over Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

#### 2.4.25. Overseas Turnout (Federal Election Contests only)

Number of overseas ballots cast (total of 1st Congressional, 2nd Congressional, and presidential).

#### 2.4.26. 1st Congressional

Number of ballots cast in this overseas congressional district.

#### 2.4.27. 2nd Congressional

Number of ballots cast in this overseas congressional district.

#### 2.4.28. Presidential

Number of presidential only ballots cast (presidential election year only).

### 3. Precinct Report per County and Statewide – Primary Election

#### 3.1. Description

The Precinct Report consists of the following data:

- Precinct data which contains the election results for a specific precinct. Its format is similar to the Summary Report, except that turnout and registration totals are printed by precinct; and
- Absentee Walk and Mail Precinct data which contains the election results for district/precinct(s) associated to a specific absentee ballot type. Its format is similar to the Summary Report.

When generating the Precinct Report, the Absentee Walk and Mail Precinct data must follow the corresponding Precinct data.

#### 3.2. Medium

8 1/2 by 11 paper; portrait; three columns per page.

#### 3.3. Frequency of Printing

The Precinct Report per County and Statewide must be Internet ready:

- Upon request on election day.
- After the Final Report (Summary Report) for each County and Statewide are printed and distributed.

### 3.4. Contents

The Precinct Report per County and Statewide shall contain the following information:

- 3.4.1. Title of Election (i.e., Primary Election)
- 3.4.2. Name of Jurisdiction (i.e., State of Hawaii)
- 3.4.3. Scope of Report - County specific or Statewide (i.e., County of Hawaii or Statewide)
- 3.4.4. Date of Election
- 3.4.5. Date and Time of Report Printing
- 3.4.6. Precinct Name and District/Precinct Number or Absentee Walk - district/precinct(s) associated with the ballot type or Absentee Mail - district/precinct(s) associated to the ballot type.
- 3.4.7. Number of Seats Available in Multiple Seat Contests
- 3.4.8. Total Number of Registered Voters in the Precinct

Note: Total Number of Registered Voters in the Precinct does not apply to absentee precinct data.

- 3.4.9. Total Precinct Turnout

Number of precinct ballots cast (total of Party and Nonpartisan Ballots Cast plus Special Election Ballots Only Cast plus Invalidations - Multi-Party Voting).

- 3.4.10. Percent of Total Precinct Turnout

Percentage of Total Precinct Turnout (Total Precinct Turnout divided by Total Number of Registered Voters in the Precinct).

Note: Percent of Total Precinct Turnout does not apply to absentee precinct data.

- 3.4.11. Total Special Election Ballots Cast Turnout

- 3.4.12. Percent Total Special Election Ballots Cast Turnout

Percentage of Total Special Election Ballots Cast Turnout (Total Special Election Ballots Cast Turnout divided by Total Number of Registered Voters in the Precinct).

- 3.4.13. Contest Description

- 3.4.14. Candidate Names

#### 3.4.15. Candidate Vote Totals per Contest

Number of votes cast for each candidate in that contest. Candidate Vote Totals per Contest should be listed in descending order.

#### 3.4.16. Percent of Candidate Vote Totals per Contest

Percentage of Candidate Vote Totals per Contest (Candidate Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

#### 3.4.17. Blank Vote Totals per Contest

Number of ballots with no votes in that contest.

#### 3.4.18. Percent of Blank Vote Totals per Contest

Percentage of Blank Vote Totals per Contest (Blank Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

#### 3.4.19. Over Vote Totals per Contest

Number of ballots with more candidates voted for in that contest than the number of seats available.

#### 3.4.20. Percent of Over Vote Totals per Contest

Percentage of Over Vote Totals per Contest (Over Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

#### 3.4.21. Party and Nonpartisan Ballots Cast

Number of ballots cast for each party and nonpartisan ballot within the precinct or absentee precinct.

#### 3.4.22. Percent of Party and Nonpartisan Ballots Cast

Percentage of Party and Nonpartisan Ballots Cast (Total votes cast for each party and nonpartisan ballot within the precinct divided by Total Number of Registered Voters in the Precinct).

#### 3.4.23. Special Election Ballots Only Cast

Number of ballots cast containing votes for only the Special Election within the precinct or absentee precinct.

#### 3.4.24. Percent of Special Election Ballots Only Cast

Percentage of Special Election Ballots Only Cast (Total Special Election Ballots Only Cast divided by Total Number of Registered Voters in the Precinct).

#### 3.4.25. Invalidations - Multi-Party Voting (also known as Cross-Party Voting)

Number of voters who voted on more than one party ballot or voted on a party ballot and the nonpartisan ballot within the precinct or absentee precinct.

#### 3.4.26. Percent Invalidations - Multi-Party Voting

Percentage of Invalidations - Multi-Party Voting (Invalidations - Multi-Party Voting divided by Total Number of Registered Voters in the Precinct).

### 4. Precinct Report per County and Statewide – General Election

#### 4.1. Description

The Precinct Report consists of the following data:

Precinct data which contains the election results for a specific precinct. Its format is similar to the Summary Report, except that turnout and registration totals are printed by precinct.

Absentee Walk and Mail Precinct data which contains the election results for district/precinct(s) associated to a specific absentee ballot type. Its format is similar to the Summary Report.

When generating the Precinct Report, the Absentee Walk and Mail Precinct data must follow the corresponding Precinct data.

#### 4.2. Medium

8 1/2 by 11 paper; portrait; three columns per page.

#### 4.3. Frequency of Printing

The Precinct Report per County and Statewide must be Internet ready:

- Upon request on election day.
- After the Final Report (Summary Report) for each County and Statewide are printed and distributed.

#### 4.4. Contests

The precinct report per County and Statewide shall contain the following information:

4.4.1. Title of Election (i.e., General Election)

4.4.2. Name of Jurisdiction (i.e., State of Hawaii)

4.4.3. Scope of Report - County specific or Statewide (i.e., County of Hawaii or Statewide)

4.4.4. Date of Election

4.4.5. Date and Time of Report Printing

4.4.6. Precinct Name and District/Precinct Number or Absentee Walk - district/precinct(s) associated with the ballot type or Absentee Mail - district/precinct(s) associated to the ballot type.

4.4.7. Number of Seats Available in Multiple Seat Contests

4.4.8. Total Number of Registered Voters in the Precinct

4.4.9. Total Precinct Turnout

4.4.10. Percent of Total Precinct Turnout

Percentage of Total Precinct Turnout (Total Precinct Turnout divided by Total Number of Registered Voters in the Precinct).

Note: Percent of Total Precinct Turnout does not apply to absentee precinct data.

4.4.11. Contest Description

4.4.12. Candidate Names

4.4.13. Candidate Vote Totals per Contest

Number of votes cast for each candidate in that contest.

4.4.13.1. Candidate Vote Totals per Contest shall be listed in descending order.

4.4.13.2. Ballot Measure Vote Totals shall list "Yes" vote totals then "No" vote totals.

4.4.14. Percent of Candidate Vote Totals per Contest

Percentage of Candidate Vote Totals per Contest (Candidate Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

4.4.15. Blank Vote Totals per Contest

Number of ballots with no votes in that contest.

4.4.16. Percent of Blank Vote Totals per Contest

Percentage of Blank Vote Totals per Contest (Blank Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

#### 4.4.17. Over Vote Totals per Contest

Number of ballots with more candidates voted for in that contest than the number of seats available.

#### 4.4.18. Percent of Over Vote Totals per Contest

Percentage of Over Vote Totals per Contest (Over Vote Totals per Contest divided by total votes cast for that contest plus Blank Vote Totals per Contest plus Over Vote Totals per Contest).

### 5. Statement of Vote (SOV) Report – Primary Election and General Election

#### 5.1. Description

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.

#### 5.2. Medium

8 1/2 by 11 paper; portrait; three columns per page.

#### 5.3. Frequency of Printing

The Statement shall be printed two (2) days after the conclusion of the election.

#### 5.4. Contents

The Statement of Vote Report shall contain the following information:

5.4.1. Title of Election (i.e., Primary Election or General Election)

5.4.2. Name of Jurisdiction

5.4.3. Date of Election

5.4.4. Title of Contest

5.4.5. Precinct Name and District/Precinct Number and Absentee Walk - district/precinct(s) associated with the ballot type and Absentee Mail - district/precinct(s) associated to the ballot type.

5.4.6. Total Number of Registered Voters per Precinct

5.4.7. Total Number of Registered Voters per District

5.4.8. Total Number of Registered Voters per County

5.4.9. Total Number of Registered Voters Statewide

5.4.10. Total Turnout at the Precinct Level

5.4.11. Total Turnout at the District Level

5.4.12. Total Turnout at the County Level

5.4.13. Total Turnout at the Statewide Level

5.4.14. Percent of Total Turnout at the Precinct Level

Percentage of Total Turnout at the Precinct Level (Total Precinct Turnout divided by Total Number of Registered Voters per Precinct).

Note: Percent of Total Turnout at the Precinct Level does not apply to absentee precinct data.

5.4.15. Percent of Total Turnout at the District Level

Percentage of Total Turnout at the District Level (Total Turnout at the District Level divided by Total Number of Registered Voters per District).

5.4.16. Percent of Total Turnout at the County Level

Percentage of Total Turnout at the County Level (Total Turnout at the County Level divided by Total Number of Registered Voters per County).

5.4.17. Percent of Total Turnout Statewide Level

Percentage of Total Turnout Statewide Level (Total Turnout Statewide Level divided by Total Number of Registered Voters Statewide).

5.4.18. Candidate Names

5.4.19. Candidate Vote Totals by Contest per Precinct and Absentee Precinct Contained in the Contest

5.4.20. Candidate Vote Totals by Contest Accumulated by District, County, and Statewide.

5.4.21. Overseas Vote Totals (Federal Election Contests only)

Congressional District I.  
Congressional District II.  
Presidential (General Election SOV only).



## APPENDIX F: 2008 Ballot Printing and Delivery Requirements



### STATE OF HAWAII OFFICE OF ELECTIONS

802 LEHUA AVENUE  
PEARL CITY, HAWAII 96782  
[www.hawaii.gov/elections](http://www.hawaii.gov/elections)

### BALLOT PRINTING & DELIVERY REQUIREMENTS FOR THE 2008 PRIMARY AND GENERAL ELECTION

#### I. BALLOT PRINTING REQUIREMENTS

- A. The CONTRACTOR will provide all ballots to include absentee mail, absentee walk, precinct (election day), test, reserve, duplicate, facsimile, and demonstration ballots.
- B. The CONTRACTOR shall have a Hawaii based company print all ballots. If no Hawaii based company meets the CONTRACTORS ballot printing requirements, then the CONTRACTOR shall select the ballot printing company which is subject to the approval of the STATE, but such approval shall not be unreasonably withheld.
- C. The CONTRACTOR shall program and produce all ballot layouts and ballots for the 2008 Primary Election, 2008 General Election, and any other election held in conjunction with the 2008 Primary or General Elections.
- D. There will be approximately 102 ballot types and 339 district/precincts. All ballots will be printed by ballot type. (Subject to change).
- E. The CONTRACTOR shall implement the necessary procedures to eliminate the possibility of anyone (other than authorized representatives of the STATE) gaining access to the ballots, the ballot codes, or consecutive serial numbers.
- F. Printed ballots shall be double-checked for correctness of content and for correct sequential order before stapling.
- G. Ballots shall have a bottom stub, a voter receipt stub (which may contain voting instructions), and the ballot.

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- H. The CONTRACTOR shall provide ballots which shall be numbered and stapled into pads of 50 ballots.
- I. Consecutive serial numbers shall be printed in preferably in red or black ink at the bottom right corner of the front face of the bottom ballot stub and on the voter receipt stub of each ballot card.
- J. The ballot type information listing the ballot type and the district and precincts that comprise the ballot type (e.g., BT 12; 15: 1 to 8) shall be printed on the bottom stub of each absentee ballot card.
- K. All ballots shall have a footprint which shall be printed in black or red ink at the bottom left corner of the voter receipt stub or on the front face, top right corner of the ballots.
- L. Test ballots
  - 1. The test ballots shall be printed with the word "TEST" on the left corner on the front face of the ballots and on the right corner on the back face of the ballots.
  - 2. The general quantities for Observer test ballots will be approximately:
    - a. City & County of Honolulu: 250 test ballots/ballot type
    - b. County of Hawaii: 250 test ballots/ballot type
    - c. County of Maui: 350 test ballots/ballot type
    - d. County of Kauai: 350 test ballots/ballot type
- M. The CONTRACTOR shall coordinate delivery of the absentee ballots with the STATE and shall ensure that the ballots are delivered and received on schedule with the County Clerks.
  - 1. Primary Election: Ballots shall be delivered to each County before 3:00 p.m.
  - 2. General Election: Ballots shall be delivered to each County before 3:00 p.m.
  - 3. The CONTRACTOR is responsible to deliver and stack the ballots in the designated room. The Clerks will not sign the delivery receipt until they inventory the ballots.

N. **§11-114 Order of offices on ballot.** The order of offices on a ballot shall be arranged substantially as follows: first, president and vice president of the United States; next, United States senators; next, United States house of representatives; next, governor and lieutenant governor; next, state senators; next, state representatives; and next, county offices.

O. **§11-115 Arrangement of names on the ballot.** The names of the candidates shall be placed upon the ballot for their respective offices in alphabetical order except as provided in section 11-118 and the limitations of the voting system in use, and except for the case of the candidates for vice president and lieutenant governor in the general election whose names shall be placed immediately below the name of the candidate for president or governor of the same political party.

In elections using the paper ballot or electronic voting systems where the names of the candidates are printed and the voter records the voter's vote on the face of the ballot, the following format shall be used: 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 the general election. In such case the horizontal line will follow the name of the candidates for vice president and lieutenant governor of the same political party, thereby grouping the candidates for president and vice president and governor and lieutenant governor of the same political party within the same pair of horizontal lines. Immediately after all the names, on the right side of the ballot, two vertical lines shall be ruled, so that in conjunction with the horizontal lines, a box shall be formed opposite each name and its equivalent, if any. In case of the candidates for president and vice president and governor and lieutenant governor of the same political party, only one box shall be formed opposite their set of names. The boxes shall be of sufficient size to give ample room in which to designate the choice of the voter in the manner prescribed for the voting system in use. All of the 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 section 11-119.

## II. PRIMARY ELECTION BALLOTS

- A. There will be an estimated 850,000 ballots (does not include test, demonstration, and facsimile ballots) to be printed on white card stock and imprinted with a watermark design on both sides of the card.
- B. The watermark design may already be incorporated into the CONTRACTOR'S ballot paper.

- C. The following political parties will appear on the 2008 Primary Election ballot.

- |    | <u>Party</u>     |
|----|------------------|
| 1. | Independent (I)  |
| 2. | Green (G)        |
| 3. | Democrat (D)     |
| 4. | Republican (R)   |
| 5. | Libertarian (L)  |
| 6. | Nonpartisan (N)  |
| 7. | Constitution (C) |

Parties may be qualified or disqualified after each election cycle as per Hawaii Revised Statutes Chapter 11 Part 5.

- D. For ballot printing purposes in the Primary Election, nonpartisans shall be treated like a political party.
- E. The parties shall be identified/designated by their respective party identification. The CONTRACTOR shall provide various designs and formats of the Primary Election ballot to the STATE. The Primary Election ballot format shall be decided and approved by the STATE.
1. The party positions were drawn by the qualified political parties on Wednesday, May 14, 2008.
- F. The offices and names of candidates of a political party or nonpartisans may overlap (exceed) one column provided that each party shall be clearly designated and distinguished from another party's contests and candidates. The offices and names of candidates of a political party or nonpartisans must always appear on one side of the ballot.
- G. The ballot order and consecutive numbering schedule will be available from the STATE on Tuesday, July 15, 2008. Note: Date subject to change due to vacancy occurrences.
- H. Printing and Delivery Dates:
- Note: Printing/Delivery Dates are subject to change which may arise due to vacancies.
1. By 9:00 a.m. on Wednesday, July 23, 2008, the candidate names and contests will be ready to be picked up at the Office of Elections in a printed and/or electronic format (802 Lehua Avenue, Pearl City, Hawaii, 96782). (\*with the exception of vacancy contests)

2. By 9:00 a.m. on Thursday, July 24, 2008, the names and contests of the candidates who have withdrawn will be ready to be picked up at the Office of Elections in a printed and/or electronic format (802 Lehua Avenue, Pearl City, Hawaii, 96782). (\*with the exception of vacancy contests)
3. By 3:30 p.m. on Friday, August 8, 2008, the printed Absentee Mail ballots for each county are to be delivered to the respective county office or designated location as indicated by the STATE. (Office of the City Clerk in Honolulu, and the Offices of the County Clerks on Hawaii, Maui, and Kauai).
4. By 3:30 p.m. on Friday, August 8, 2008, the printed Observer test ballots are to be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
5. By 3:30 p.m. on Friday, August 22, 2008, the printed Absentee Walk ballots for each county are to be delivered to the STATE (415 South Beretania Street, Honolulu, Hawaii 96813).
6. By 3:30 p.m. on Friday, August 29, 2008, the balance of all printed ballots are to be delivered to the STATE (415 South Beretania Street, Honolulu, Hawaii 96813).

**NOTE:** These dates are subject to change due to possible vacancy election deadlines.

### III. GENERAL ELECTION BALLOTS

- A. There will be an estimated 1,100,000 ballots (does not include test, demonstration, and facsimile ballots ) to be printed on white card stock and imprinted with a watermark design on both sides of the card.
- B. The watermark design may already be incorporated into the CONTRACTOR'S ballot paper.
- C. The ballot order and consecutive serial numbering schedule shall be available from the STATE on or about Wednesday, September 10, 2008.

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D. Printing and Delivery Dates:

1. By 9:00 a.m. on Monday, September 8, 2008, the constitutional amendment questions and charter amendment questions in English will be ready to be picked up in a printed and/or electronic format at the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
2. By 4:30 p.m. on Sunday, September 21, 2008, the winners of the Primary Election will be ready to be picked up in a printed and/or electronic format at the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
3. By 10:00 a.m. on Saturday, September 27, 2008, the printed Absentee Mail ballots for each county are to be delivered to the respective county office or designated location as indicated by the STATE (Office of the City Clerk in Honolulu, and the Offices of the County Clerks on Hawaii, Maui, and Kauai).
4. By 10:00 a.m. on Tuesday, September 30, 2008, the printed Observer test ballots are to be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
5. By 3:30 p.m. on Monday, October 6, 2008, the absentee walk-in ballots are to be delivered to the STATE (415 South Beretania Street, Honolulu, Hawaii 96813).
6. By 3:30 p.m. on Monday, October 20, 2008, the balance of all printed ballots are to be delivered to the STATE (415 South Beretania Street, Honolulu, Hawaii 96813).

**NOTE:** These dates are subject to change due to possible vacancy election deadlines.

IV. GENERAL PACKAGING REQUIREMENTS

A. Primary Election and General Election Ballots

1. The printed ballots shall be segregated and packed by type of ballot (i.e. absentee mail, absentee walk, duplicate reserve, precinct, and test).
2. Printed ballots shall be padded in groups of 50 in ascending serial number order, with the lowest number on top.
3. Each pad of 50 shall be stapled (2 staples) on the stub and packed into the cardboard boxes by district and precinct (for precinct and

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reserve ballots) or by ballot type (for absentee, test, and duplicate ballots).

A. Standard Packing Requirements:

1. The CONTRACTOR shall ensure that the pads of ballots shall be segregated and packed into cardboard boxes by district and precinct and unit or by ballot type (as applicable).
  - a. The cardboard boxes shall be of a design so that the folded box (cover, sides, and body) can be secured with a pull-tite or wire-hasp seal.
  - b. The CONTRACTOR shall obtain approval of cardboard box size and design from the STATE before packing ballots. The cardboard must be of a heavy weight to withstand the weight of other boxes (with ballots) without collapsing.
2. Before being placed into the cardboard box, two pads of 50 ballots shall be shrink-wrapped into a pack of 100 ballots. Each pack of 100 ballots shall be numbered consecutively with a label before the ballots are packed in the cardboard box. The STATE shall instruct the CONTRACTOR where to place the label.
3. A maximum of 7 packs of 100 ballots (700 ballots) shall be packed in a cardboard box.
4. Each cardboard box shall be identified by two (2) typewritten labels placed on the top and side of the box. The STATE shall instruct the CONTRACTOR where to place the labels. Both labels shall contain the following information:
  - a. election and date of election;
  - b. county;
  - c. ballot type number;
  - d. district, precinct, and unit identification numbers (or type of ballot for test, reserve, and absentee ballots);
  - e. precinct name;
  - f. quantity of ballots;
  - g. ballot serial numbers; and
  - h. box number (indicate box number and total number of boxes, ex: box 1 of 4).
5. The cardboard boxes shall be packed into cardboard shipping cartons. Each shipping carton shall contain up to three cardboard boxes of a single county and district/precinct.

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- a. The shipping cartons shall be identified by a typewritten label (placed on one side of the shipping carton).
  - b. The STATE shall instruct the CONTRACTOR where to place the label. Each label shall contain a summary of the following information:
    - 1) election and date of election;
    - 2) county;
    - 3) ballot type number;
    - 4) district, precinct, and unit identification numbers (or type of ballot for test, reserve, and absentee ballots);
    - 5) precinct name;
    - 6) quantity of ballots;
    - 7) ballot serial numbers;
    - 8) box number (indicate box number and total number of boxes, ex: box 1 of 4); and
    - 9) carton number.
6. The CONTRACTOR shall ensure that all labels are correctly placed on the boxes and cartons, and that all labels contain accurate information.

V. GENERAL REQUIREMENTS FOR BALLOT CARD PRINTING

- A. The STATE shall provide the CONTRACTOR with correct candidate information and ballot questions.
- B. The CONTRACTOR shall produce all camera-ready work and ensure that all camera-ready work is correct (contests, candidates, party and contest positions, order, and codes).
- C. The STATE shall be required to sign-off on the correct camera-ready work. The STATE shall have 12 hours to proof all copy. If revisions are not submitted in writing within that time frame, the STATE assumes all responsibility for misprinted ballots.
- D. The STATE shall deal solely with the CONTRACTOR on all printing matters. The CONTRACTOR shall meet all production and delivery deadlines.
- E. The STATE reserves the right to order additional ballots after the submission of the initial ballot order, if necessary. The CONTRACTOR shall produce and deliver the ballots within three (3) days of receipt of the order. If in any given election cycle, the ballot order exceeds 1,950,000

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ballots, the STATE shall pay \$0.56 per ballot. This includes election day, absentee walk/mail, LAT, observer and demonstration ballots.

- F. The CONTRACTOR shall ensure that the contents of the ballot are not divulged to anyone other than the authorized representatives of the STATE.
- G. The CONTRACTOR shall not provide blank ballot sheets (ballot stock) with voting positions to any individual or group in the State of Hawaii without first notifying and receiving approval, in writing, from the STATE.
- H. The CONTRACTOR shall ensure that printer impressions shall be clearly uniform, legible, without excess ink, and made within pressure limits so as not to indent the card sufficiently to push any part of the surface on either side of the card out of its plane.
- I. The CONTRACTOR shall ensure that the ink shall be even and uniform and does not smear or rub off the printed ballots.
- J. Prior to the start of printing, CONTRACTOR shall submit samples of the printed ballots to the STATE for approval of the card tint (color). The STATE shall approve tint ranges of “no lighter than” and “no darker than” colors and the CONTRACTOR shall ensure that all ballots are printed within the color range approved by the STATE.
- K. The CONTRACTOR shall establish a verification process to ensure that there are no missing consecutive serial numbers on the completed ballots. Further, the CONTRACTOR shall certify, in writing, to the satisfaction of the STATE, that the verification process has been implemented and completed prior to the packaging of the completed ballots.
- L. The CONTRACTOR shall ensure that all ballots are stored in a humidity controlled and secure area within the printing plant.
- M. The CONTRACTOR shall exercise proper security of the ballots until the ballots are delivered to the STATE and shall ensure that any unauthorized individuals shall not have access to the ballots or related ballot materials.
- N. The CONTRACTOR shall be responsible for any spoilage, deterioration, damage, or loss from any cause whatsoever from pickup of ballot information until final delivery of ballots to the STATE or the County Clerks.

- O. The CONTRACTOR shall provide the STATE with a summary of the ballots produced for each election which includes the following quantities:
1. number of test ballots;
  2. number of absentee mail ballots;
  3. number of absentee walk ballots;
  4. number of precinct ballots;
  5. number of duplicate ballots; and
  6. number of reserve ballots.
- P. The CONTRACTOR shall ensure that all files and/or proofs, negatives, glossies, etc., produced for an election is retained at least until after that particular election is held. The CONTRACTOR shall be responsible for the security of these materials that shall be accessible only to authorized personnel of the CONTRACTOR and authorized representatives of the STATE.
- Q. The CONTRACTOR shall ensure that all waste copies, dummy forms, spoiled, or specimen ballots are properly destroyed and shall certify such destruction in writing to the STATE.
- R. The CONTRACTOR shall ensure, in packaging and packing the ballots for delivery, that the ballots are protected from any damage due to climate or weather conditions and the general hazards encountered in transportation and handling.
- S. The CONTRACTOR shall identify and certify, in writing to the STATE, all ballots which have been printed and shipped to the STATE. A copy of the letter of certification shall be faxed to the STATE prior to shipping.
- T. The CONTRACTOR shall deliver the ballots to the STATE and stack in the designated room.
1. "Stack in the designated room" means that the CONTRACTOR shall provide the equipment and manpower necessary to unpack and clean-up the crated shipping containers and haul away any shipping materials.
  2. The CONTRACTOR shall also segregate all shipping cartons by the type of ballot, county, district, precinct and carton number sequence and stack systematically to the satisfaction of the STATE.
  3. The CONTRACTOR shall deliver ballots only to those persons who are authorized to receive ballots by the STATE.

## BALLOT PRINTING SPECIFICATIONS

### BALLOT ERRORS

The State of Hawaii has an established uniform and consistent statewide standard of "Zero-Defect" with regard to ballots to ensure the integrity, legitimacy, credibility and validity of elections.

Based on these standards of excellence, it is our position that the ballots need to be 100 percent correct. As such there are certain areas in which a "zero-defect" standard is taken:

- I. Hart System
  - A. Any ballot that does not meet the published Hart Ballot Now Print Specifications.
  - B. Any ballot that is not properly read and interpreted by the Hart Voting System.
- II. Content
  - A. Any ballot that contains incorrect data or is missing the required data such as a contest, candidate, measure, county designation, footprint, or ballot code.
  - B. Any ballot that contains incorrect numbering or any other incorrect information.
- III. Printing
  - A. Any ballot with a print impression that is not clearly uniform or legible.
  - B. Any ballot from which the toner smears or rubs easily off the ballot face.
  - C. Any ballot with excess toner or other blemish within the read area (option box or barcode).
  - D. Any ballot with pen or other ink marks on the ballot that are not approved by the State.
  - E. Any ballot that has clip marks or indentations on the ballot.
  - F. Any ballot that contains dots or marks near candidate names so as to give the appearance of preference to a candidate.
  - G. Any wrong cut or mis-cut ballots.

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IV. Packaging

- A. Any mislabeled box or group of ballots.
- B. Any extra or duplicate ballots (two or more of the same ballot) within a stitch pad.
- C. Any blank ballots within a stitch pad.
- D. Any ballots within a stitch pad that have creases or is torn, folded or ripped.
- E. Any ballots that the perforation is not clean (there should be no stub remnants).
- F. Any ballots with the shrink wrap too tight that curl the ballot edges to that the ballot cannot be read during Absentee or Election day processing.
- G. Any ballots that are delivered late, or to the incorrect location.
- H. Any ballots shrink wrapped with food remnants such as cookie crumbs or pieces of potato chips on the ballot within the shrink wrap.
- I. Any ballot that is damaged from any dried water damage from spilt drinks such as coffee or water.

V. FACSIMILE BALLOTS

- A. Wrong language on one side of the ballot
- B. Incorrectly stapled booklets.
- C. Incorrectly shrink wrapped booklets.
- D. Missing booklets

## PRIMARY & GENERAL ELECTION FACSIMILE BALLOT BOOKLET REQUIREMENTS

Size: 8-1/2" X 14" or 8-1/2" x 17"

Stock: 20 lb. bond (canary or goldenrod)

Ink: Black

Binding: Facsimile ballot sheets for each ballot type shall be collated and stapled in the upper left corner to form booklets as appropriate. Each booklet shall contain from at least one (1) to four (4) sheets. The facsimile ballot sheets shall be collated as specified by the representative(s) of the STATE.

Order:

1. 3 facsimile ballot booklets of each district/precinct (approximately 339 district/precincts); and
2. 2 facsimile ballot booklets of each ballot type (approximately 102 ballot types).

Booklets:

1. Booklets are to be printed in English, Filipino (Ilocano), Japanese and Chinese (traditional Mandarin).
2. The facsimiles shall be printed on two-sided paper (back to back).
3. The Filipino (Ilocano), Japanese and Chinese (traditional Mandarin) facsimiles shall be stapled behind the English facsimile sheet.
4. The word "FACSIMILE" shall be printed across the face of each facsimile ballot (two times) in large hollow bold letters in the corresponding language.
5. Approximate ballot types by county:  
County of Hawaii has 23 ballot types.  
County of Maui has 7 ballot types.  
County of Kauai has 3 ballot types.  
City & County of Honolulu has 66 ballot types.  
Overseas and Presidential has 3 ballot types.

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Packing: Each box shall be packed with facsimile ballot booklets of a single group (POPS, CLERK, and ELECTIONS) and county. Each box shall be numbered and identified with election, group and district/precinct information (e.g., 2008 Primary Election, POPS box 6, D/P: 11-01 to 15-04).

Facsimile ballot booklets shall be sorted, segregated, packed, and labeled as follows:

1. Facsimile Booklets for Precincts (POPS):
  - a. 2 booklets of each district/precinct;
  - b. shrink-wrap or separate booklets by district/precinct; and
  - c. separate/box by County; and
  - d. label the package "POPS", county and district/precinct range.
2. Facsimile Booklets for County Clerk (CLERK):
  - a. 1 booklets of each ballot type;
  - b. shrink-wrap or separate booklets by ballot type; and
  - c. separate/box by County; and
  - d. label the package "CLERK", county and ballot type range.
3. Facsimile Booklets for Office of Elections (ELECTIONS):
  - a. 1 booklet of each district/precinct;
  - b. shrink-wrap all district/precinct booklets in one shrink; and
  - c. label the package "ELECTIONS".
  - d. 1 booklet of each ballot type;
  - e. shrink-wrap all ballot type booklets in one shrink; and
  - f. label the package "ELECTIONS"

Primary Election Delivery Dates:

1. By 3:00 p.m., Friday, August 8, 2008, the printed facsimile ballot booklets shall be delivered as follows:
  - a. marked "CLERK" (by ballot type) shall be delivered to the respective county office (Office of the City Clerk on Honolulu, and the Offices of the County Clerks on Hawaii, Maui, and Kauai).
  - b. marked "ELECTIONS" (ballot type) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
2. By 3:00 p.m., Friday, August 29, 2008, the printed facsimile ballot booklets shall be delivered as follows:
  - a. marked "POPS" (by district/precinct) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
  - b. marked "ELECTIONS" (by district/precinct) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).

General Election Delivery Dates:

1. By 3:00 p.m., Saturday, September 27, 2008, the printed facsimile ballot booklets shall be delivered as follows:
  - a. marked "CLERK" (by ballot type) shall be delivered to the respective county office (Office of the City Clerk on Honolulu, and the Offices of the County Clerks on Hawaii, Maui, and Kauai).
  - c. marked "ELECTIONS" (ballot type) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).
2. By 3:00 p.m., Monday, October 20, 2008, the printed facsimile ballot booklets shall be delivered as follows:
  - a. marked "POPS" (by district/precinct) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).

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- b. marked "ELECTIONS" (by district/precinct) shall be delivered to the Office of Elections (802 Lehua Avenue, Pearl City, Hawaii 96782).

ABSENTEE MAIL AND FACSIMILE DELIVERY LOCATIONS:

**Please contact the County to reconfirm delivery location and date of delivery at least one week prior.**

1. County of Hawaii – Pat Nakamoto  
Office of the County Clerk, Elections Division  
1266 Kamehameha Avenue, A-1  
Hilo, Hawaii 96720  
(808) 961-8277
2. County of Maui – Shirley Magarifuji  
Office of the County Clerk  
200 South High Street, Room 708  
Wailuku, Hawaii 96793  
(808) 270-7749
3. County of Kauai – Lyndon Yoshioka  
Office of the County Clerk, Elections Division  
4396 Rice Street  
Lihue, Hawaii 96766  
(808) 241-6350
4. City & County of Honolulu – Glen Takahashi  
Office of the City Clerk  
530 South King Street  
Honolulu, Hawaii 96813  
(808) 768-3800

STATE DELIVERY LOCATIONS:

- Ballots: 415 South Beretania Street, Honolulu, Hawaii 96813
- Facsimile: 802 Lehua Avenue, Pearl City, Hawaii 96782

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## **SPECIAL REQUIREMENTS**

1. The CONTRACTOR shall permit the STATE and its authorized representatives into the pressroom. The STATE and its authorized representatives shall have the authority to supervise contractual requirements, printing schedules, quality approval or rejection of printed ballots. Pressroom personnel shall fully cooperate with the STATE and its authorized representatives.
2. The CONTRACTOR and the STATE understand that time is of the essence.

## **APPENDIX G: Special Requirements**

### **1. Special Election Support**

The Offeror 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.

### **2. Post Election Support**

2.1. The Offeror 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.

2.2. The Offeror agrees to pay for all costs associated with conducting a recount or review of election results ordered by the Hawaii Supreme Court, only if the court's decision to conduct a recount or review is based on evidence of malfunctions by the New System's hardware components and/or software components.

2.3. The Offeror agrees to pay for all costs associated with conducting a recount or review of election results ordered by the State Legislature or the Chief Election Officer, only if the decision to conduct a recount or review is based on evidence of malfunctions by the New System's hardware components and/or software components.

### **3. Final Implementation Plan and Schedule**

The Offeror agrees to provide a Final Implementation Plan and Schedule to the State for each election year. The Final Implementation Plan and Schedule shall minimally contain the information noted in the Proposal Implementation Plan and Schedule. The Final Implementation Plan shall be subject to review, revision, and approval by the State.

The Final Implementation Plan and Schedule for the 2008 Elections shall be due before completion of the Final Agreement. The Final Implementation Plan and Schedule for subsequent election years shall be due by mid-November of the previous year.

### **4. Liquidated Damages**

The following liquidated damages provisions, presume that all voters will be able to vote during polling hours on election day, and that all ballots will be properly counted by the end of the election day. As such, matters relating to voting machines not counting ballots properly, polling hours having to be extended due to machine problems, 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 Offeror agrees to the following liquidated damages:

#### 4.1. 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.

#### 4.2. Failure of Ballot Counters Used in the Absentee Walk-In Site and Polling Place (marksense technology)

Failure to repair or replace a non-functioning ballot counter, used in the polling place on election days or during the operation of the absentee walk sites, within 30 minutes shall result in damages equivalent to the unit cost of the ballot counter.

#### 4.3. Failure of Vote Recorder Used in the Absentee Walk-In Site and Polling Place (DRE technology)

Failure to repair or replace a non-functioning vote recorder, used in the absentee walk-in site and polling place, within 30 minutes during the absentee walk-in voting period and on election days, respectively shall result in damages equivalent to the unit cost of the vote recorder.

#### 4.4. Ballot Counters Used in the Central Vote Count System Environment (marksense technology)

Failure to repair or replace a non-functioning ballot counter, used in the central vote count system environment, within 30 minutes on election days shall result in damages equivalent to the unit cost of the ballot counter used in the central vote county system environment.

#### 4.5. Ancillary Services - Hardware and Software Components

Failure to repair or replace a non-functioning Ancillary Service hardware or software component within 30 minutes on election days or during the operation of the absentee walk sites shall result in damages equivalent to \$100.00 or the unit cost of the Ancillary Service, hardware, or software component whichever is greater.

#### 4.6. Ballots

##### 4.6.1. Late Delivery

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

##### 4.6.2. Incorrectly Printed Ballots

An incorrectly printed ballot is any ballot that:

- Contains an incorrect contest, candidate, measure, county designation, footprint or ballot code;

- Is missing a contest, candidate, measure, county designation, footprint, or ballot code;
- Contains any other incorrect information; and
- Contains a printing/production defect.

4.6.3. Incorrectly printed ballots discovered before election day shall result in damages of \$500.00 per ballot found.

4.6.4. Incorrectly printed ballots discovered on election day shall result in damages of \$1,000.00 per ballot found.

4.6.5. Liquidated damages for incorrectly printed ballots shall not exceed \$20,000 per polling place for ballots intended for polling places, and \$20,000 per ballot type for ballots intended for absentee mail voting. There were approximately 338 election day polling places and 15 absentee walk-in polling places in 2008 and there were over 100 ballot types for purposes of absentee mail in 2008. See Appendix I Polling Place List and Appendix K Ballot Type Table Summary.

#### 4.7. Election Reports (Results)

Failure to provide the State with correct and accurate election reports (results) on election day shall result in damages of \$500.00 per day.

#### 4.8. Election Definition Verification Reports

Failure to provide the State with election definition verification reports upon completion of programming the election definition or by the dates specified in the Final Implementation Plan and Schedule shall result in damages of \$500.00 per day.

#### 4.9. Other

Failure to comply with the Final Implementation Plan and Schedule shall result in damages of \$500.00 per day per delinquent items or tasks excluding items 4.6 - 4.8.

### 5. **Payment Schedule**

Total payment shall be made to the Offeror in the following manner:

5.1. Vendor shall issue an invoice for the amount it believes due specify amount due for each election.

5.2. In the 2010 Elections, half of the total amount due for that particular election shall be made upon execution of the contract. The remaining balance shall be paid 30 days after performance, delivery, and completion of services for the 2010 Elections.

5.3. 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.

- 5.4. In all subsequent elections, half of the total amount due for that particular 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.
- 5.5. 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 H: Candidate Contest List



STATE OF HAWAII  
OFFICE OF ELECTIONS  
802 LEHUA AVENUE  
PEARL CITY, HAWAII 96782  
[www.hawaii.gov/elections](http://www.hawaii.gov/elections)

FACTSHEET

ELECTION CONTEST SCHEDULE - 2008 TO 2015

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YEAR	PRIMARY	GENERAL	CONTEST	DISTRICT	TERM	FILING DATE	AGENCY
2008	09/20/08	11/04/08	President (1) & Vice President (1)		4 years	07/22/08	State
			U.S. Representative (2)	I & II	2 years	07/22/08	State & County
			State Senator (12)	1,3,5,6,7,12,16,17,18,21, 22, 23	4 years	07/22/08	State & County
			State Representative (51)	Statewide	2 years	07/22/08	State & County
			Board of Education (7)	First School Board District 3 – No Residency Req. 1 – 3 <sup>rd</sup> Dept (Honolulu) 1 – 5 <sup>th</sup> Dept (Leeward) Second School Board District 1 – 1 <sup>st</sup> Dept (Hawaii) 1 – 7 <sup>th</sup> Dept (Kauai)	4 years	07/22/08	State & County
			Office of Hawaiian Affairs (4)	1 – No Island Residency Req. 1 – Resident of Hawaii 1 – Resident of Kauai 1 – Resident of Molokai	4 years	07/22/08	State & County
			Hawaii – Mayor (1)	County of Hawaii	4 years	07/22/08	County of Hawaii
			Hawaii – Councilmember (9)	I to IX	2 years	07/22/08	County of Hawaii
			Hawaii – Prosecuting Attorney (1)	County of Hawaii	4 years	07/22/08	County of Hawaii
			Maui – Councilmember (9)	1 – East Maui 1 – West Maui 1 – Wailuku/Waihee/Waikapu 1 – Kahului 1 – South Maui 1 – Makawao/Haiku/Paia 1 – Upcountry 1 – Lanai 1 – Molokai	2 years	07/22/08	County of Maui
			Kauai – Councilmember (7)	County of Kauai	2 years	07/22/08	County of Kauai
			Kauai – Prosecuting Attorney (1)	County of Kauai	4 years	07/22/08	County of Kauai
			Honolulu – Mayor (1)	City & County of Honolulu	4 years	07/22/08	C&C of Honolulu
			Honolulu – Councilmember (5)	1, 3, 5, 7, 9	4 years	07/22/08	C&C of Honolulu
Honolulu – Pros. Attorney (1)	City & County of Honolulu	4 years	07/22/08	C&C of Honolulu			

2009	NONE	NONE					
2010	09/18/10	11/02/10	U.S. Senator (1)	Statewide	6 years	07/20/10	State & County
			U.S. Representative (2)	I & II	2 years	07/20/10	State & County
			Governor (1)	Statewide	4 years	07/20/10	State & County
			Lt. Governor (1)	Statewide		07/20/10	State & County
			State Senate (13)	2, 4, 8, 9, 10, 11, 13, 14, 15, 19, 20, 24, 25	4 years	07/20/10	State & County
			State Representative (51)	All 51 seats	2 years	07/20/10	State & County
			Board of Education (6)	First School Board District 3 – No Residency Requirement 1 – 4 <sup>th</sup> Dept (Central Oahu) 1 – 6 <sup>th</sup> Dept (Windward Oahu) Second School Board District 1 – 2 <sup>nd</sup> Dept (Maui)	4 years	07/20/10	State & County
			Office of Hawaiian Affairs (5)	3 – No Island Residency Req. 1 – Resident of Maui 1 – Resident of Oahu	4 years	07/20/10	State & County
			Hawaii – Councilmember (9)	I to IX	2 years	07/20/10	County of Hawaii
			Maui – Mayor (1)	County of Maui	4 years	07/20/10	County of Maui
			Maui – Councilmember (9)	1 – East Maui 1 – West Maui 1 – Wailuku/Waihee/Waikapu 1 – Kahului 1 – South Maui 1 – Makawao/Haiku/Paia 1 – Upcountry 1 – Lanai 1 – Molokai	2 years	07/20/10	County of Maui
			Kauai – Mayor (1)	County of Kauai	4 years	07/20/10	County of Kauai
			Kauai – Councilmember (7)	County of Kauai	2 years	07/20/10	County of Kauai
			Honolulu – Councilmember (4)	2, 4, 6, 8	4 years	07/20/10	C&C of Honolulu
2011	NONE	NONE					



2012	09/22/12	11/06/12	President (1)		4 years	07/24/12	State
			Vice President (1)		4 years	07/24/12	State
			U.S. Senator (1)	Statewide	6 years	07/24/12	State & County
			U.S. Representative (2)	I & II	2 years	07/24/12	State & County
			State Senator (25)	new reapportionment plan becomes effective, all 25 districts up for election	4 years	07/24/12	State & County
			State Representative (51)	Statewide	2 years	07/24/12	State & County
			Board of Education (7)	First School Board District 3 – No Residency Requirement 1 – 3 <sup>rd</sup> Dept (Honolulu) 1 – 5 <sup>th</sup> Dept (Leeward) Second School Board District 1 – 1 <sup>st</sup> Dept (Hawaii) 1 – 7 <sup>th</sup> Dept (Kauai)	4 years	07/24/12	State & County
			Office of Hawaiian Affairs (4)	1 – No Island Residency Req. 1 – Resident of Hawaii 1 – Resident of Kauai 1 – Resident of Molokai	4 years	07/24/12	State & County
			Hawaii – Mayor (1)	County of Hawaii	4 years	07/24/12	County of Hawaii
			Hawaii – Councilmember (9)	I to IX	2 years	07/24/12	County of Hawaii
			Hawaii – Pros. Attorney (1)	County of Hawaii	4 years	07/24/12	County of Hawaii
			Maui – Councilmember (9)	1 – East Maui 1 – West Maui 1 – Wailuku/Waihee/Waikapu 1 – Kahului 1 – South Maui 1 – Makawao/Haiku/Paia 1 – Upcountry 1 – Lanai 1 – Molokai	2 years	07/24/12	County of Maui
			Kauai – Councilmember (7)	County of Kauai	2 years	07/24/12	County of Kauai
			Kauai – Pros. Attorney (1)	County of Kauai	4 years	07/24/12	County of Kauai
			Honolulu – Mayor (1)	City & County of Honolulu	4 years	07/24/12	C&C of Honolulu
			Honolulu – Councilmember (5)	1, 3, 5, 7, 9	4 years	07/24/12	C&C of Honolulu
			Honolulu – Pros. Attorney (1)	City & County of Honolulu	4 years	07/24/12	C&C of Honolulu
2013	NONE	NONE					

2014	09/20/14	11/04/14	U.S. Senator (1)	Statewide	6 years	07/22/14	State & County
			U.S. Representative (2)	I & II	2 years	07/22/14	State & County
			Governor (1) & Lt. Governor (1)	Statewide	4 years	07/22/14	State & County
			State Senate (13)	Districts will depend on new reapportionment plan	4 years	07/22/14	State & County
			State Representative (51)	All 51 seats	2 years	07/22/14	State & County
			Board of Education (6)	First School Board District 3 – No Residency Requirement 1 – 4 <sup>th</sup> Dept (Central Oahu) 1 – 6 <sup>th</sup> Dept (Windward Oahu) Second School Board District 1 – 2 <sup>nd</sup> Dept (Maui)	4 years	07/22/14	State & County
			Office of Hawaiian Affairs (5)	3 – No Island Residency Req. 1 – Resident of Maui 1 – Resident of Oahu	4 years	07/22/14	State & County
			Hawaii – Councilmember (9)	I to IX	2 years	07/22/14	County of Hawaii
			Maui – Mayor (1)	County of Maui	4 years	07/22/14	County of Maui
			Maui – Councilmember (9)	1 – East Maui 1 – West Maui 1 – Wailuku/Waihee/Waikapu 1 – Kahului 1 – South Maui 1 – Makawao/Haiku/Paia 1 – Upcountry 1 – Lanai 1 – Molokai	2 years	07/22/14	County of Maui
			Kauai – Mayor (1)	County of Kauai	4 years	07/22/14	County of Kauai
			Kauai – Councilmember (7)	County of Kauai	2 years	07/22/14	County of Kauai
			Honolulu – Councilmember (4)	2, 4, 6, 8	4 years	07/22/14	C&C of Honolulu
			U.S. Senator (1)	Statewide	6 years	07/22/14	State & County
			U.S. Representative (2)	I & II	2 years	07/22/14	State & County
2015	NONE	NONE					

This Fact Sheet is intended for informational purposes only and should not be used as an authority on the Hawaii election law and candidate deadlines. Requirements and/or deadlines may change pending changes in legislation. Consult the Hawaii Revised Statutes and other sources for more detailed and accurate requirements. This information is available in alternate formats. If you have special needs (i.e. large print, taped materials, etc.) call the Office of Elections at (808) 453-VOTE(8683).

Office of Elections - FSBO106G R-03/13/08

## APPENDIX I: Polling Place List



**STATE OF HAWAII  
OFFICE OF ELECTIONS**

802 LEHUA AVENUE  
PEARL CITY, HAWAII 96762  
www.hawaii.gov/elections

### FACTSHEET Polling Place Factsheet

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
1st Representative District - Island of Hawaii - Portion of North Kohala District (Hawi, Halaula); Portion of South Kohala District (portion of Kawaihae, portion of Waimea); Hamakua District (Kukuihaele, Honokaa, Paaulo, Ookala); North Hilo District (Laupahoehoe, Honohina); and Portion of South Hilo District (Hakalau, Honouliuli, Pepeekeo, Onomea, Papaikou, Paukaa, portion of Hilo)								
01-01	01-01 Kohala High and Elem Sch	54-3611 Akoni Pule Hwy	CAF	II	03	9	2	DOE
01-02	01-02 Kohala Middle Sch	53-4155 Akoni Pule Hwy	CAF	II	03	9	2	DOE
01-03	01-03 Neptune Gardens	48-5300 Kukuihaele Road	ROOM	II	01	1	2	PRIVATE
01-04	01-04 Honokaa High Sch	45-527 Pakalana St	CAF	II	01	1	2	DOE
01-05	01-05 Paaulo Elem Sch	43-1497 Old Main Rd	CAF	II	01	1	2	DOE
01-06	01-06 Ookala Post Office Bldg - Community Room	Ookala	COMM RM	II	01	1	2	PRIVATE
01-07	01-07 Laupahoehoe Comm-Sch Library	35-2065 Old Mamalahoa Hwy	ADMIN LOBBY	II	01	1	2	DOE
01-08	01-08 Honohina Hongwarji	32-896 Mamalahoa Hwy	SOC HALL	II	01	1	2	PRIVATE
01-09	01-09 Hakalau Jodo Mission	29-2271 Old Mamalahoa Hwy	HALL	II	01	1	2	PRIVATE
01-10	01-10 Honouliuli Gym	28-1641 Old Mamalahoa Hwy	GYM	II	01	1	2	COUNTY GOV
01-11	01-11 Kulaimano Community Ctr	28-2892 Alia St	HALL	II	01	1	2	COUNTY GOV
01-12	01-12 Kalaniana'ole Elem/Inter Sch	27-330 Mamalahoa Hwy	CAF	II	01	1	2	DOE
01-13	01-13 Puuoa Multi-Culture Ctr	145 Wainaku St	HALL	II	01	1	2	COUNTY GOV
01-14	01-14 Hilo Union Elem Sch	506 Waiianuue Ave	CAF	II	01	2	2	DOE
01-15	01-15 Hale Ho'omania Bed & Breakfast	59-513 Ala Kahua Drive	ROOM	II	03	9	2	PRIVATE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>2nd Representative District - Island of Hawaii – Portion of South Hilo District (Piihonua, portion of Hilo, portion of Walakea Kai, Kaumana, Keaukaha)</b>								
02-01	02-01 Ernest B DeSilva Elem Sch	278 Ainako Ave	CAF	II	01	2	2	DOE
02-02	02-02 Kaumana Elem Sch	1710 Kaumana Dr	CAF	II	01	2	2	DOE
02-03	02-03 Hilo Hi Sch	556 Waiuanue Ave	CAF	II	01	2	2	DOE
02-04	02-04 St Joseph High Sch	439 Kapiolani St	GYM	II	01	4	2	PRIVATE
02-05	02-05 Edith Kanakaole Tennis Stad	350 Kalanikoa St	STAD	II	01	4	2	COUNTY GOV
02-06	02-06 Keaukaha Elem Sch	240 Desha Ave	CAF	II	01	4	2	DOE
02-07	02-07 UH-Hilo Campus Ctr	250 W Kawili St	CAMP CTR	II	01	4	2	STATE GOV
02-08	02-08 Chiefess Kapiolani Elem Sch	966 Kilauea Ave	CAF	II	01	2	2	DOE
<b>3rd Representative District - Island of Hawaii – Portion of South Hilo District (portion of Hilo, portion of Walakea Kai, Walakea Uka, Panaewa); and Portion of Puna District (portion of Keaau, Kurtistown)</b>								
03-01	03-01 Waiakea Uka Gym	1200 Ainaola Dr	GYM	II	02	3	2	COUNTY GOV
03-02	03-02 Hale Aloha Nazarene Sch	595 Kupulau Rd	ROOM	II	02	2	2	PRIVATE
03-03	03-03 Hilo Daijingu Activity Center	10 Anela St	HALL	II	01	2	2	PRIVATE
03-04	03-04 Waiakea High Sch	155 W Kawili St	CAF	II	02	3	2	DOE
03-05	03-05 Keaau Middle Sch	16-565 Keaau-Pahoa Rd	CAF	II	02	3	2	DOE
03-06	03-06 Waiakea Elem Sch	180 W Puainako St	CAF	II	01	4	2	DOE
03-07	03-07 Waiakeawaena Elem Sch	2420 Kilauea Ave	CAF	II	02	4	2	DOE
03-08	03-08 AJA Memorial Hall	361 Haihai St	HALL	II	02	3	2	PRIVATE
<b>4th Representative District - Island of Hawaii – Portion of Puna District (portion of Keaau, Pahoa, Hawaiian Acres, Orchid Land Estate, Hawaiian Paradise Park, Poholiki, Opihikao, Kehena, Kaimu, Kalapana)</b>								
04-01	04-01 Kurtistown Assembly of God Church	17-550 Volcano Rd	CHURCH	II	02	6	2	PRIVATE
04-02	04-02 Keaau High Sch	16-725 Keaau-Pahoa Rd	LIBRARY	II	02	3	2	DOE
04-03	04-03 Hawaiian Paradise Comm Ctr	Makuu Dr	COMM CTR	II	02	5	2	PRIVATE
04-04	04-04 Keonepoko Elem Sch	15-890 Kahakai Blvd	CAF	II	02	5	2	DOE
04-05	04-05 Pahoa Community Ctr	15-2910 Kauhale St	COMM CTR	II	02	5	2	COUNTY GOV
04-06	04-06 Church on a Sure Foundation	16-1592 Pohaku Cir	MTG RM	II	02	5	2	PRIVATE
04-07	04-07 Kalani Honua	12-6860 Kalapana-Kapoho Rd	OHANA CTR	II	02	5	2	PRIVATE
04-08	04-08 Ainaloa Longhouse	16-303 Ainaloa Blvd	LONGHOUSE	II	02	5	2	PRIVATE
<b>5th Representative District - Island of Hawaii – Portion of Puna District (Mountain View, Glenwood, Volcano); Kau District (Pahala, Punaluu, Ocean View, Ninole, Honuapo, Naalehu, Kahuku); South Kona District (Miloli'i, Hookena, Kealia, Honaunau, Captain Cook, Kealahou); and Portion of North Kona District (portion of Kainaliu)</b>								
05-01	05-01 Mountain View Elem Sch	18-1235 Volcano Rd	CAF	II	02	3	2	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
05-02	05-02 Mountain View Senior Center	18-1345 Volcano Rd	SENIOR CTR	II	02	6	2	COUNTY GOV
05-03	05-03 Cooper Ctr	19-4030 Wright Rd	COMM CTR	II	02	6	2	COUNTY GOV
05-04	05-04 Kau High Sch	96-3150 Pikeke St	CAF	II	02	6	2	DOE
05-05	05-05 Naalehu Elem Sch	95-5545 Mamalahoa Hwy	CAF	II	02	6	2	DOE
05-06	05-06 Ocean View Community Ctr	92-8924 Leilani Cir	COMM CTR	II	02	6	2	PRIVATE
05-07	05-07 Milolii Halau	Milolii	PAVILION	II	03	6	2	PRIVATE
05-08	05-08 Hookena Elem Sch	86-4355 Mamalahoa Hwy	CAF	II	03	6	2	DOE
05-09	05-09 St Benedict Catholic Church	84-5140 Painted Church Rd	LANAI	II	03	6	2	PRIVATE
05-10	05-10 Honanau Elem Sch	83-5360 Mamalahoa Hwy	CAF	II	03	7	2	DOE
05-11	05-11 Konawaena High Sch	81-1043 Konawaena Sch Rd	CAF	II	03	7	2	DOE
05-12	05-12 Konawaena Elem Sch	81-6469 Mamalahoa Hwy	CAF	II	03	7	2	DOE
<b>6th Representative District - Island of Hawaii – Portion of North Kona District (portion of Kainaliu, Keauhou, Kahaluu, Hoiuaoa, Kailua-Kona, Honokohau)</b>								
06-01	06-01 Keauhou Fire Station	78-7159 Puuloa Rd	BAY	II	03	7	2	COUNTY GOV
06-02	06-02 Kahakai Elem Sch	76-147 Royal Poinciana Dr	CAF	II	03	7	2	DOE
06-03	06-03 Kona Vistas Rec Ctr	76-8350 Pualani St	REC CTR	II	03	7	2	PRIVATE
06-04	06-04 Kona Imin Ctr	76-5877 Mamalahoa Hwy	COMM CTR	II	03	7	2	COUNTY GOV
06-05	06-05 Old Kona Airport Pavilion	75-5480 Kuakini Hwy	PAVILION	II	03	8	2	COUNTY GOV
06-06	06-06 Kealakehe Elem Sch	74-5118 Kealakaa St	CAF	II	03	8	2	DOE
06-07	06-07 Kailua View Estates Recreation Ctr	75-280 Nani Kailua Dr	PAVILION	II	03	8	2	PRIVATE
06-08	06-08 Kealakehe Inter Sch	74-5062 Onipaa St	CAF	II	03	8	2	DOE
<b>7th Representative District - Island of Hawaii – Portion of North Kona District (Makalawena, Kaupulehu, Puuanahulu); and Portion of South Kohala District (Anaehoomalu, Waikoloa, Puako, portion of Kawaihae, portion of Waimea)</b>								
07-01	07-01 Kealakehe High Sch	74-5000 Puohuluhuli St	CAF	II	03	8	2	DOE
07-02	07-02 Kona Palisades Community Ctr	73-1073 Kaimi Nani Dr.	COMM CTR	II	03	8	2	PRIVATE
07-03	07-03 Waikoloa Elem Sch	68-1730 Hooke St	CAF	II	03	9	2	DOE
07-04	07-04 Spencer Park Pavilion	62-3461 Kawaihae Rd	PAVILION	II	03	9	2	COUNTY GOV
07-05	07-05 Waimea Elem/Inter Sch	67-1225 Mamalahoa Hwy	CAF	II	01	9	2	DOE
07-06	07-06 Waimea Civic Ctr	67-5189 Kamamalu St	CONF RM	II	01	9	2	STATE GOV
07-07	07-07 Waimea New Hope Church	65-1078 Mamalahoa Hwy	GYM	II	01	1	2	PRIVATE
07-08	07-08 Puuanahulu Community Ctr	71-1490 Mamalahoa Hwy	ROOM	II	03	8	2	PRIVATE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>8th Representative District - Island of Maui – Portion of Waialuku District (Kahakuloa, Waihee, Waiehu, Paukukalo, Puuohala, Waikapu, portion of Kahului, portion of Waialuku)</b>								
08-01	08-01 Waihee Elem Sch	2125 Kahekili Hwy	CAF	II	04	A/L	2	DOE
08-02	08-02 Velma McWayne Santos Comm Ctr	395 Waena St	COMM CTR	II	04	A/L	2	COUNTY GOV
08-03	08-03 Baldwin High Sch	1650 Kaahumanu Ave	CAF	II	04	A/L	2	DOE
08-04	08-04 Paukukalo Hwn Homes Comm Ctr	657 Kaumuali St.	COMM CTR	II	04	A/L	2	STATE GOV
08-05	08-05 Waialuku Elem Sch	355 S High St	CAF	II	04	A/L	2	DOE
08-06	08-06 Waikapu Community Ctr	22 E Waiko Rd	COMM CTR	II	04	A/L	2	COUNTY GOV
08-07	08-07 Maui Economic Opportunity Ctr	99 Mahalani St	MTG RM	II	04	A/L	2	PRIVATE
<b>9th Representative District - Island of Maui – Portion of Waialuku District (portion of Kahului, portion of Waialuku, Puunene); and Portion of Makawao District (Spreckelsville, Paia, Lower Paia)</b>								
09-01	09-01 Iao Sch	260 S Market St	CAF	II	04	A/L	2	DOE
09-02	09-02 Maui Waena Inter Sch	795 Onehee Ave	CAF	II	04	A/L	2	DOE
09-03	09-03 Lihikai Elem Sch	335 S Papa Ave	CAF	II	04	A/L	2	DOE
09-04	09-04 Maui High School	660 S Lono Ave	GYM	II	04	A/L	2	DOE
09-05	09-05 Kahului Elem Sch	410 S Hina Ave	CAF	II	04	A/L	2	DOE
09-06	09-06 Kahului Hongwanji Mission	291 S Puunene Ave	CLSSRM	II	04	A/L	2	PRIVATE
09-07	09-07 Kaunoa Senior Citizen Ctr	401 Alakapa Pl	MTG RM	II	04	A/L	2	COUNTY GOV
<b>10th Representative District - Island of Maui – Lahaina District (Olowalu, Lahaina, Mala, Kaanapali, Honokowai, Kapalua, Honolua, Honokohau, Maalaea, portion of Kihei)</b>								
10-01	10-01 Kenolio Recreational Complex	131 S Kihei Rd	CAF	II	05	A/L	2	COUNTY GOV
10-02	10-02 Kamehameha III Elem Sch	611 Front St	CAF	II	05	A/L	2	DOE
10-03	10-03 Lahaina Inter Sch	871 Lahainaluna Rd	CAF	II	05	A/L	2	DOE
10-04	10-04 Princess Nahienaena Elem Sch	816 Niheu St	CAF	II	05	A/L	2	DOE
10-05	10-05 Lahaina Civic Ctr	1840 Honoapiilani Hwy	MTG RM	II	05	A/L	2	COUNTY GOV
10-06	10-06 Honolua United Methodist Church	5110 Kohi St	MTG RM	II	05	A/L	2	PRIVATE
<b>11th Representative District - Island of Maui – Portion of Makawao District (Keoneolo, Makena, Wailea, Maui Meadows); and Portion of Waialuku District (Kamaole, portion of Kihei)</b>								
11-01	11-01 Trinity Episcopal Church by the Sea	100 Kulanihakai St	HALL	II	05	A/L	2	PRIVATE
11-02	11-02 Kamalii Elem Sch	180 Alanui Ke Alii St	CAF	II	05	A/L	2	DOE
11-03	11-03 Kihei Community Ctr	303 E Lipoa St	COMM CTR	II	05	A/L	2	COUNTY GOV
11-04	11-04 Kihei Elem Sch	250 E Lipoa St	CAF	II	05	A/L	2	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>12th Representative District - Island of Maui – Portion of Makawao District (Pukalani, Makawao, Olinda, Pulehu, Kula, Waiohuli, Keokea, Ulupalakua)</b>								
12-01	12-01 Kalama Inter Sch	120 Makani Rd	CAF	II	06	A/L	2	DOE
12-02	12-02 Eddie Tam Memorial Center	931 Makawao Ave	HALL	II	06	A/L	2	COUNTY GOV
12-03	12-03 Pukalani Elem Sch	2945 Iolani St	CAF	II	06	A/L	2	DOE
12-04	12-04 Mayor Hannibal Tavares Comm Ctr	91 Pukalani St	HALL	II	06	A/L	2	COUNTY GOV
12-05	12-05 Kula Community Ctr	4355 Lower Kula Rd	COMM CTR	II	06	A/L	2	COUNTY GOV
12-06	12-06 Kula Elem Sch	5000 Kula Hwy	CAF	II	06	A/L	2	DOE
12-07	12-07 Ulupalakua Ranch	Ulupalakua	WORKSHOP	II	06	A/L	2	PRIVATE
<b>13th Representative District - Islands of Kahoolawe, Molokini, Lanai, Molokai and Island of Maui – Portion of Makawao District (Haiku, Pauwela, Ulumalu, Huelo); and Hana District (Keanae, Wailua, Nahiku, Hana, Hokuula, Hamoa, Puuliki, Haou, Muootea, Kipahulu, Kaupo)</b>								
13-01	13-01 Paia Community Ctr	252 Hana Hwy	COMM CTR	II	06	A/L	2	COUNTY GOV
13-02	13-02 Haiku Elem Sch	105 Pauwela Rd	CAF	II	06	A/L	2	DOE
13-03	13-03 Haiku Community Ctr	2830 Hana Hwy	COMM CTR	II	06	A/L	2	COUNTY GOV
13-04	13-04 Kaulanapueo Church	Door of Faith Church Rd	CAF	II	06	A/L	2	PRIVATE
13-05	13-05 Keanae Elem Sch	Hana Hwy	CAF	II	06	A/L	2	DOE
13-06	13-06 Hana High/Elem Sch	4111 Hana Hwy	CAF	II	06	A/L	2	DOE
13-07	13-07 Lanai High/Elem Sch	555 Fraser Ave	CAF	II	06	A/L	2	DOE
13-08	13-08 Kilohana Community Ctr	Kamehameha V Hwy	COMM CTR	II	06	A/L	2	COUNTY GOV
13-09	13-09 Kaunakakai Sch	30 Ailoo St	CAF	II	06	A/L	2	DOE
13-10	13-10 Maunaloa Elem Sch	128 Maunaloa Rd	CAF	II	06	A/L	2	DOE
13-11	13-11 Kualapuu Community Ctr	Alahula St	COMM CTR	II	06	A/L	2	COUNTY GOV
13-12	13-12 Kalaupapa Settlement	County of Kalawao	HALL	II	06	None	2	STATE GOV
<b>14th Representative District - Island of Kauai – Hanalei District (Haena, Hanalei, Princeville, Kilauea); Kawaihau District (Anahola, Kealia, Kapaa, Waipouli); and Portion of Lihue District (Wallua House Lots)</b>								
14-01	14-01 Hanalei Elementary School	5-5415 Kuhio Hwy	CAF	II	07	A/L	2	DOE
14-02	14-02 Kilauea Elementary School	2440 Kolo Road	CAF	II	07	A/L	2	DOE
14-03	14-03 Anahola Hawaiian Homes Clubhse	Kalalea Rd	HALL	II	07	A/L	2	COUNTY GOV
14-04	14-04 Kapaa Elem Sch	4886 Kawaihau Rd	CAF	II	07	A/L	2	DOE
14-05	14-05 Kapaa Neighborhood Ctr	4491 Kou St	MTG RM	II	07	A/L	2	COUNTY GOV

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>15th Representative District - Island of Kauai – Portion of Lihue District (Wallua Homesteads, Hanamaulu, Lihue, Puhii); and Portion of Koloa District (portion of Old Koloa Town)</b>								
15-01	15-01 Kapea Middle School	4867 Oloheua Rd	CAF	II	07	AVL	2	DOE
15-02	15-02 King Kaumuali Elem Sch	4380 Hanamaulu Rd	CAF	II	07	AVL	2	DOE
15-03	15-03 Kauai War Mem Conv Hall	4191 Hardy St	MTG RM	II	07	AVL	2	COUNTY GOV
15-04	15-04 Chiefess Kamakahēlei Middle Sch	4431 Nuhou St	CAF	II	07	AVL	2	DOE
15-05	15-05 Koloa Neighborhood Ctr	3461 Weliweli Rd	MTG RM	II	07	AVL	2	COUNTY GOV
<b>16th Representative District - Islands of Niihau and Lehua and Island of Kauai – Portion of Koloa District (portion of Old Koloa Town, Poipu, Omao, Lawai, Kalaheo, Numila, Eleele, Port Allen); and Waimea District (Hanapepe, Kaumakani, Pakala, Waimea, Kekaha, Mana, Kokee)</b>								
16-01	16-01 Koloa Elem Sch	3223 Poipu Rd	CAF	II	07	AVL	2	DOE
16-02	16-02 Kalaheo Neighborhood Ctr	4480 Papalina Rd	GYM	II	07	AVL	2	COUNTY GOV
16-03	16-03 Hanapepe Recreation Ctr	4451 Puolo Rd	MTG RM	II	07	AVL	2	COUNTY GOV
16-04	16-04 Kaumakani Neighborhood Ctr	2301 Kaumakani Rd	MTG RM	II	07	AVL	2	COUNTY GOV
16-05	16-05 Waimea Neighborhood Ctr	4556 Makeke Rd	MTG RM	II	07	AVL	2	COUNTY GOV
16-06	16-06 Kekaha Neighborhood Ctr	8130 Elepaio Rd	MTG RM	II	07	AVL	2	COUNTY GOV
16-07	16-07 Niihau Elem/High Sch	Niihau	SCH	II	07	AVL	2	DOE
<b>17th Representative District - Island of Oahu – Portion of Honolulu District (Kalama Valley, Queen's Gate, Hawaii Kai, portion of Hahaione Valley)</b>								
17-01	17-01 Kaiser High Sch	511 Lunallo Home Rd	CAF	I	25	IV	1	DOE
17-02	17-02 Koko Head District Park	423 Kaumakani St	ARTS&CRAFT BLDG	I	25	IV	1	COUNTY GOV
17-03	17-03 Koko Head Elem Sch	189 Lunallo Home Rd	CAF	I	25	IV	1	DOE
17-04	17-04 Koko Head District Park	423 Kaumakani St	MTG RM	I	08	IV	1	COUNTY GOV
17-05	17-05 Hahaione Elem Sch	595 Pepekeo St	CAF	I	08	IV	1	DOE
17-06	17-06 Kamiloiki Community Park	7750 Hawaii Kai Dr	REC CTR	I	08	IV	1	COUNTY GOV
17-07	17-07 Kamiloiki Elem Sch	7788 Hawaii Kai Dr	CAF	I	08	IV	1	DOE
<b>18th Representative District - Island of Oahu – Portion of Honolulu District (Hahaione, portion of Hahaione Valley, Kuliouou, Niu Valley, Hawaii Loa Ridge, Alua Haina, Wallupe, Kahala)</b>								
18-01	18-01 Hahaione Elem Sch	595 Pepekeo St	BLDG F	I	25	IV	1	DOE
18-02	18-02 JAIMS	6660 Hawaii Kai Dr	CAF	I	08	IV	1	PRIVATE
18-03	18-03 Holy Trinity Church	5919 Kalanianaʻole Hwy	GYM	I	08	IV	1	PRIVATE
18-04	18-04 Niu Valley Middle Sch	310 Halemaumau St	CAF	I	08	IV	1	DOE



DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
18-05	18-05 Aina Haina Elem Sch	801 W Hind Dr	CAF	I	08	IV	1	DOE
18-06	18-06 Aina Haina Community Park	827 W Hind Dr	REC CTR	I	08	IV	1	COUNTY GOV
18-07	18-07 Kahala Elem Sch	4559 Kilauea Ave	CAF	I	08	IV	1	DOE
<b>19th Representative District - Island of Oahu - Portion of Honolulu District (Waialae Iki, Kalani Valley, Waialae Nui, Diamond Head, portion of Kaimuki)</b>								
19-01	19-01 Kalani High Sch	4680 Kalaniana'ole Hwy	CAF	I	08	IV	1	DOE
19-02	19-02 Star of the Sea School	4469 Malia St	CAF	I	08	IV	1	PRIVATE
19-03	19-03 Wilson Elem Sch	4945 Kilauea Ave	CAF	I	08	IV	1	DOE
19-04	19-04 Waialae Elem Sch	1045 19th Ave	CAF	I	09	IV	1	DOE
19-05	19-05 Kilauea Rec Ctr	4109 Kilauea Ave	CLSSRM	I	08	IV	1	COUNTY GOV
19-06	19-06 Liholiho Elem Sch	3430 Maunaloa Ave	CAF	I	09	IV	1	DOE
19-07	19-07 Aliiolani Elem Sch	1240 7th Ave	CAF	I	09	V	1	DOE
<b>20th Representative District - Island of Oahu - Portion of Honolulu District (St. Louis Heights, Palolo Valley, Maunalani Heights, Wilhelmina Rise, and portion of Kaimuki)</b>								
20-01	20-01 Anuenue Elem Sch	2530 10th Ave	CAF	I	09	V	1	DOE
20-02	20-02 Palolo Elem Sch	2106 10th Ave	CAF	I	09	V	1	DOE
20-03	20-03 Maunalani Playground	4625 Sierra Drive	ROOM	I	09	IV	1	COUNTY GOV
20-04	20-04 Liliuokalani Elem Sch	3633 Waialae Ave	CAF	I	09	IV	1	DOE
20-05	20-05 Jarrett Middle Sch	1903 Palolo Ave	CAF	I	09	V	1	DOE
20-06	20-06 Hokulani Elem Sch	2940 Kamakini St	CAF	I	09	V	1	DOE
<b>21st Representative District - Island of Oahu - Portion of Honolulu District (portion of Kaimuki, Kapahulu, portion of Waikiki, portion of McCully)</b>								
21-01	21-01 Sacred Hearts Academy	3253 Waialae Ave	CAF	I	09	V	1	PRIVATE
21-02	21-02 HI Ctr for Deaf/Blind	3440 Leahi Ave	CAF	I	09	V	1	DOE
21-03	21-03 Ala Wai Elem Sch	503 Kamoku St	CAF	I	10	V	1	DOE
21-04	21-04 Waikiki Elem Sch	3710 Leahi Ave	CAF	I	09	IV	1	DOE
21-05	21-05 Jefferson Elem Sch	324 Kapahulu Ave	CAF	I	12	IV	1	DOE
21-06	21-06 Kaimuki High Sch	2705 Kaimuki Ave	CAF	I	09	V	1	DOE
<b>22nd Representative District - Island of Oahu - Portion of Honolulu District (portion of Moiliili, portion of McCully, portion of Kaimuki)</b>								
22-01	22-01 Hokulani Elem Sch	2940 Kamakini St	CAF	I	10	V	1	DOE
22-02	22-02 Kuhio Elem Sch	2759 S King St	CAF	I	10	V	1	DOE
22-03	22-03 Kaimuki High Sch	2705 Kaimuki Ave	CAF	I	10	V	1	DOE
22-04	22-04 Church of the Crossroads	1212 University Ave	MTG RM	I	10	V	1	PRIVATE
22-05	22-05 Spalding Clubhouse	1704 Waiola St	GYM	I	10	V	1	PRIVATE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
22-06	22-06 Lunalilo Elem Sch	810 Pumehana St	CAF	I	11	V	1	DOE
22-07	22-07 Washington Middle Sch	1633 S King St	CAF	I	11	V	1	DOE
<b>23rd Representative District - Island of Oahu – Portion of Honolulu District (portion of Waikiki, Ala Moana)</b>								
23-01	23-01 Waikiki Baptist Church	424 Kuamoo St	MTG RM	I	12	IV	1	PRIVATE
23-02	23-02 Waikiki Community Ctr	310 Paookalani Ave	SOCIAL HALL	I	12	IV	1	PRIVATE
23-03	23-03 Ala Wai Community Park	2015 Kapiolani Blvd	LOUNGE	I	12	IV	1	COUNTY GOV
23-04	23-04 AAFES Building	919 Ala Moana Blvd	ROOM 103	I	12	VI	1	STATE GOV
<b>24th Representative District - Island of Oahu – Portion of Honolulu District (Manoa, Manoa Valley, University, portion of McCully)</b>								
24-01	24-01 St Plus X Church	2821 Lowrey Ave	HALL	I	10	V	1	PRIVATE
24-02	24-02 Noelani Elem Sch	2655 Woodlawn Dr	CAF	I	10	V	1	DOE
24-03	24-03 University Laboratory Sch	1776 University Ave	CAF	I	10	V	1	STATE GOV
24-04	24-04 Central Union Church	1660 S Beretania St	HALL	I	10	V	1	PRIVATE
24-05	24-05 Manoa Valley Dist Pk	2721 Kaapuu Ave	GYM	I	10	V	1	COUNTY GOV
24-06	24-06 Manoa Elem Sch	3155 Manoa Rd	CAF	I	10	V	1	DOE
<b>25th Representative District - Island of Oahu – Portion of Honolulu District (Tantalus, portion of Makiki, portion of McCully)</b>								
25-01	25-01 Roosevelt High Sch	1120 Nehoa St	SENIOR PATIO	I	11	VI	1	DOE
25-02	25-02 Christ United Methodist Church	1639 Keeaumoku St	MTG RM	I	11	VI	1	PRIVATE
25-03	25-03 St Clement's Episcopal Church	1515 Wilder Ave	HALL	I	10	VI	1	PRIVATE
25-04	25-04 Olivet Baptist Church	1775 S. Beretania St	HALL	I	10	V	1	PRIVATE
25-05	25-05 Makiki District Park	1527 Keeaumoku St	ADMIN BLDG	I	11	V	1	COUNTY GOV
25-06	25-06 Lincoln Elem Sch	615 Auwailimu St	CAF	I	11	VI	1	DOE
25-07	25-07 Stevenson Middle Sch	1202 Prospect St	CAF	I	11	VI	1	DOE
<b>26th Representative District - Island of Oahu – Portion of Honolulu District (Dowssett Highlands, Pacific Heights, Pauoa, Punchbowl, portion of Makiki)</b>								
26-01	26-01 Pauoa Elem Sch	2301 Pauoa Rd	CAF	I	13	VI	1	DOE
26-02	26-02 Papakolea Playground	2150 Tantalus Dr	REC CTR	I	11	VI	1	PRIVATE
26-03	26-03 Stevenson Middle Sch	1202 Prospect St	CAF	I	11	VI	1	DOE
26-04	26-04 Punchbowl Homes HHA	730 Capt Cook Ave	MTG RM	I	11	VI	1	STATE GOV
26-05	26-05 Royal Elem Sch	1519 Queen Emma St	CAF	I	11	VI	1	DOE
26-06	26-06 Kawanakoa Middle Sch	49 Funchal St	CAF	I	13	VI	1	DOE
26-07	26-07 Nuuanu Elem Sch	3055 Puuiwa Ln	CAF	I	13	VI	1	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>27th Representative District - Island of Oahu – Portion of Honolulu District (Nuuanu, Puunui, Liliha)</b>								
27-01	27-01 International Baptist Church	20 Dowsett Ave	HALL	I	13	VI	1	PRIVATE
27-02	27-02 Puunui Playground	2555 Puunui Ave	REC CTR	I	13	VI	1	COUNTY GOV
27-03	27-03 Maemae Elem Sch	319 Wylie St	CAF	I	13	VI	1	DOE
27-04	27-04 Hoopono Rehab Ctr	1901 Bachelot St	DNG RM	I	13	VI	1	STATE GOV
27-05	27-05 Kauluwela Elem Sch	1486 Aala St	CAF	I	13	VI	1	DOE
27-06	27-06 Lanakila Elem Sch	717 N Kuakini St	CAF	I	13	VI	1	DOE
27-07	27-07 Likelike Elem Sch	1618 Palama St	CAF	I	13	VII	1	DOE
27-08	27-08 Kapalama Elem Sch	1601 N School St	CAF	I	13	VI	1	DOE
<b>28th Representative District - Island of Oahu – Portion of Honolulu District (Kakaako, Iwilei, Honolulu)</b>								
28-01	28-01 Kaahumanu Elem Sch	1141 Kinau St	CAF	I	11	V	1	DOE
28-02	28-02 McKinley Comm Sch for Adults	634 Pensacola St	RM 110	I	11	VI	1	DOE
28-03	28-03 McKinley High Sch	1039 S King St	CAF	I	12	VI	1	DOE
28-04	28-04 Kalulani Elem Sch	783 N King St	CAF	I	12	VII	1	DOE
28-05	28-05 Central Middle Sch	1302 Queen Emma St	CAF	I	12	VI	1	DOE
28-06	28-06 Kalanihua HHA	1220 Aala St	MTG RM	I	12	VII	1	STATE GOV
<b>29th Representative District - Islands of Sand Island, Mokauea, Kahakaaulana, Mokuoee and Island of Oahu – Portion of Honolulu District (Kalihi Kai, Kapalama)</b>								
29-01	29-01 Fern Elem Sch	1121 Middle St	CAF	I	14	VII	1	DOE
29-02	29-02 Kalihi Waena Elem Sch	1240 Gulick Ave	CAF	I	14	VII	1	
29-03	29-03 Farrington High Sch	1564 N King St	CAF	I	13	VII	1	DOE
29-04	29-04 Puuhale Elem Sch	345 Puuhale Rd	CAF	I	13	VII	1	DOE
29-05	29-05 Kalakaua Middle Sch	821 Kalihi St	CAF	I	13	VII	1	DOE
<b>30th Representative District - Island of Oahu – Portion of Honolulu District (Alewa Heights, Kalihi Valley, portion of Kalihi, Fort Shafter)</b>								
30-01	30-01 Kalihi Elem Sch	2471 Kula Kolea Dr	CAF	I	14	VI	1	DOE
30-02	30-02 Kalihi Uka Elem Sch	2411 Kalihi St	CAF	I	14	VI	1	DOE
30-03	30-03 Kapalama Elem Sch	1601 N School St	CAF	I	14	VI	1	DOE
30-04	30-04 Kalihi Uka Community Park	2329 Kalihi St	MLTPRS RM	I	14	VI	1	COUNTY GOV
30-05	30-05 Moanalua Elem Sch	1337 Mahiole St	CAF	I	14	VIII	1	DOE
30-06	30-06 Kaewai Elem Sch	1929 Kamehameha IV Rd	CAF	I	14	VII	1	DOE
<b>31st Representative District - Island of Oahu – Portion of Honolulu District (Moanalua Valley, Moanalua, Salt Lake)</b>								
31-01	31-01 Moanalua Middle Sch	1289 Mahiole St	CAF	I	14	VIII	1	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
31-02	31-02 Moanalua High Sch	2825 Ala Ilima St	CAF	I	15	VII	1	DOE
31-03	31-03 Aliamanu Elem Sch	3265 Salt Lake Blvd	CAF	I	15	VII	1	DOE
31-04	31-04 Salt Lake Dist Park	1159 Ala Lilikoi Pl	MTG RM	I	15	VII	1	COUNTY GOV
31-05	31-05 Salt Lake Elem Sch	1131 Ala Lilikoi St	CAF	I	15	VII	1	DOE
<b>32nd Representative District - Island of Ford Island and Island of Oahu – Portion of Honolulu District (portion of Kalihi, Moanalua Valley, Mapunapuna, Airport, Hickam AFB, Pearl Harbor, Aliamanu, Foster Village) Portion of Ewa District (portion of Alea, Pearlridge)</b>								
32-01	32-01 Moanalua Elem Sch	1337 Mahiole St	CAF	I	15	VIII	1	DOE
32-02	32-02 Kalihi Kai Elem Sch	626 McNeill St	CAF	I	15	VII	1	DOE
32-03	32-03 Aliamanu Middle Sch	3271 Salt Lake Blvd	CAF	I	15	VII	1	DOE
32-04	32-04 Makalapa Elem Sch	4435 Salt Lake Blvd	CAF	I	15	VII	1	DOE
32-05	32-05 Radford High School	4361 Salt Lake Blvd	CAF	I	15	VII	1	DOE
32-06	32-06 Makalapa Community Ctr	99-102 Kalaloa St	MTG RM	I	15	VII	1	PRIVATE
32-07	32-07 Alea Elem Sch	99-370 Moanalua Rd	CAF	I	15	VIII	1	DOE
32-08	32-08 Alvah A Scott Elem Sch	98-1230 Moanalua Rd	CAF	I	15	VIII	1	DOE
<b>33rd Representative District - Island of Oahu – Portion of Ewa District (portion of Alea, Halawa Valley, Halawa Heights, Alea Heights)</b>								
33-01	33-01 Red Hill Elem Sch	1265 Ala Kula Pl	CAF	I	14	VIII	1	DOE
33-02	33-02 Halawa District Park	99-795 Iwaiwa St	MTG RM	I	14	VIII	1	COUNTY GOV
33-03	33-03 Webling Elem Sch	99-370 Paihi St.	CAF	I	14	VIII	1	DOE
33-04	33-04 Alea High Sch	98-1276 Ulune St	CAF	I	16	VIII	1	DOE
33-05	33-05 Pearlridge Elem Sch	98-940 Moanalua Rd	CAF	I	16	VIII	1	DOE
33-06	33-06 Waimalu Elem Sch	98-825 Moanalua Rd	CAF	I	16	VIII	1	DOE
<b>34th Representative District - Island of Oahu – Portion of Ewa District (Newtown, Waiolu, portion of Pearl City, Waimalu, Pearl City Peninsula)</b>								
34-01	34-01 Waiolu District Park	98-1650 Kaahumanu St	REC CTR	I	16	VIII	1	COUNTY GOV
34-02	34-02 Waiolu Elem Sch	98-450 Hookanike St	CAF	I	16	VIII	1	DOE
34-03	34-03 Waimalu Elem Sch	98-825 Moanalua Rd	ROOM A5/A6	I	16	VIII	1	DOE
34-04	34-04 Highlands Inter Sch	1460 Hoolaulea St	CAF	I	16	VIII	1	DOE
34-05	34-05 Manana Community Park	1310 Waimano Home Rd	MLTPRS RM	I	16	VIII	1	COUNTY GOV
34-06	34-06 Lehua Elem Sch	791 Lehua Ave	CAF	I	18	VIII	1	DOE
34-07	34-07 Calvary Chapel of Honolulu	98-1016 Komo Mai Dr	GYM	I	16	VIII	1	PRIVATE
<b>35th Representative District - Island of Oahu – Portion of Ewa District (portion of Pearl City, portion of Waipahu)</b>								
35-01	35-01 Crestview Community Park	94-1220 Lumikula St	REC CTR	I	18	VIII	1	COUNTY GOV

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
35-02	35-02 Waipahu High Sch	94-1211 Farrington Hwy	CAF	I	18	IX	1	DOE
35-03	35-03 Waipahu Civic Ctr	94-275 Mokuola St	MTG RM	I	18	IX	1	STATE GOV
35-04	35-04 Waipahu Elem Sch	94-465 Waipahu St	CAF	I	18	IX	1	DOE
35-05	35-05 Waipahu Field	94-230 Pa'ia St	REC BLDG	I	18	IX	1	COUNTY GOV
35-06	35-06 August Ahrens Elem Sch	94-1170 Waipahu St	CAF	I	18	IX	1	DOE
<b>36th Representative District - Island of Oahu - Portion of Ewa District (portion of Pearl City, portion of Waipahu, Momi'ani, Pacific Palisades, Manana)</b>								
36-01	36-01 Momi'ani Elem Sch	2130 Hookiekie St	CAF	I	16	VIII	1	DOE
36-02	36-02 Pearl City Highlands Elem Sch	1419 Waimano Home Rd	CAF	I	16	VIII	1	DOE
36-03	36-03 Pearl City Elem Sch	1090 Waimano Home Rd	CAF	I	18	VIII	1	DOE
36-04	36-04 Leeward Community College	96-045 Ala Ika St	RM LA227	I	18	IX	1	STATE GOV
36-05	36-05 Manana Elem Sch	1147 Kumano St	CAF	I	18	VIII	1	DOE
36-06	36-06 Palisades Elem Sch	2306 Auhuhu St	CAF	I	16	VIII	1	DOE
36-07	36-07 Palisades Baptist Church	2251 Auhuhu St	HALL	I	16	VIII	1	PRIVATE
<b>37th Representative District - Island of Oahu - Portion of Ewa District (portion of Waipahu, portion of Millilani)</b>								
37-01	37-01 Kanoelani Elem Sch	94-1091 Oli Loop	CAF	I	17	VIII	1	DOE
37-02	37-02 Millilani High Sch	95-1200 Meheula Pkwy	GYM	I	17	IX	1	DOE
37-03	37-03 Millilani Uka Elem Sch	94-380 Kuahelani Ave	CAF	I	17	IX	1	DOE
37-04	37-04 Millilani Dist Park	94-200 Lanikuhana Ave	REC CTR	I	17	IX	1	COUNTY GOV
<b>38th Representative District - Island of Oahu - Portion of Ewa District (portion of Millilani, Millilani Mauka)</b>								
38-01	38-01 Millilani Mauka Elem Sch	95-1111 Makaikai St	CAF	I	22	II	1	DOE
38-02	38-02 Millilani Middle Sch	95-1140 Lehiwa Dr	CAF	I	17	II	1	DOE
38-03	38-03 Millilani Waena Elem Sch	95-502 Kipapa Dr	CAF	I	17	IX	1	DOE
38-04	38-04 Millilani High Sch	95-1200 Meheula Pkwy	CAF	I	17	IX	1	DOE
38-05	38-05 Kipapa Elem Sch	95-075 Kipapa Dr	CAF	I	17	IX	1	DOE
<b>39th Representative District - Island of Oahu - Portion of Wahiawa District (Wahiawa, Whitmore Village, Poamoho Camp)</b>								
39-01	39-01 Helemano Elem Sch	1001 Ihi Ihi Ave	CAF	II	22	II	1	DOE
39-02	39-02 Wahiawa Elem Sch	1402 Glen Ave	CAF	II	22	II	1	DOE
39-03	39-03 Leilehua High Sch	1515 California Ave	CAF	II	22	II	1	DOE
39-04	39-04 Wahiawa Middle Sch	275 Rose St	CAF	II	22	II	1	DOE
39-05	39-05 Pacific Islands Bible Church	95-075 Waikalani Dr	ROOM	I	17	II	1	PRIVATE
39-06	39-06 Kaala Elem Sch	130 California Ave	CAF	II	22	II	1	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
<b>40th Representative District - Island of Oahu – Portion of Ewa District (Royal Kunia, Makakilo, Kapolei, Kalaheo)</b>								
40-01	40-01 Kaleiopuu Elem Sch	94-665 Kaaholo St	LIBRARY	II	19	IX	1	DOE
40-02	40-02 Kapolei Elem Sch	91-1119 Kamaaha Lp	CAF	II	19	I	1	DOE
40-03	40-03 Kapolei High School	91-5007 Kapolei Hwy	CAF	II	19	I	1	DOE
40-04	40-04 Makakilo Elem Sch	92-675 Anipeahi St	CAF	II	19	IX	1	DOE
40-05	40-05 Mauka Lani Elem Sch	92-1300 Panana St	CAF	II	19	IX	1	DOE
40-06	40-06 Makakilo Community Pk	92-1120 Makakilo Dr	MTG RM	II	19	IX	1	COUNTY GOV
<b>41st Representative District - Island of Oahu – Portion of Ewa District (portion of Waipahu, Village Park, Waieke)</b>								
41-01	41-01 Waieke Elem Sch	94-1035 Kukula St	CAF	I	19	IX	1	DOE
41-02	41-02 Waieke Community Park	94-870 Lumiaina St	REC CTR	I	19	IX	1	COUNTY GOV
41-03	41-03 Honowai Elem Sch	94-600 Honowai St	CAF	I	18	IX	1	DOE
41-04	41-04 Waipahu Elem Sch	94-465 Waipahu St	CAF	I	19	IX	1	DOE
41-05	41-05 Kaleiopuu Elem Sch	94-665 Kaaholo St	CAF	II	19	IX	1	DOE
41-06	41-06 Hoaeae Community Pk	94-709 Kaaholo St	MTG RM	II	19	IX	1	COUNTY GOV
<b>42nd Representative District - Island of Oahu – Portion of Ewa District (portion of Waipahu, Honouliuli, West Loch Fairways, Fernandez Village, Ewa, portion of Ewa Beach)</b>								
42-01	42-01 Waipahu Field	94-230 Paiwa St	REC BLDG	I	18	IX	1	COUNTY GOV
42-02	42-02 Waipahu Inter Sch	94-455 Farrington Hwy	CAF	I	20	IX	1	DOE
42-03	42-03 Kahi Mohala	91-2301 Ft Weaver Rd	LANAI	I	20	I	1	PRIVATE
42-04	42-04 Ewa Elem Sch	91-1280 Renton Rd	CAF	I	20	I	1	DOE
42-05	42-05 Ilima Inter Sch	91-884 Ft Weaver Rd	CAF	I	20	I	1	DOE
<b>43rd Representative District - Island of Oahu – Portion of Ewa District (portion of Ewa Beach, Iroquois Point, Puuloa)</b>								
43-01	43-01 Asing Park	91-1450 Renton Rd	MTG RM	I	20	I	1	COUNTY GOV
43-02	43-02 Holomua Elem Sch	91-1561 Keaunui Dr	CAF	I	20	I	1	DOE
43-03	43-03 Campbell High Sch	91-980 North Rd	CAF	I	20	I	1	DOE
43-04	43-04 Kaimiloa Elem Sch	91-1028 Kaunolu St	CAF	I	20	I	1	DOE
43-05	43-05 Pohakea Elem Sch	91-750 Ft Weaver Rd	CAF	I	20	I	1	DOE
43-06	43-06 Ewa Beach Elem Sch	91-740 Papipi Rd	CAF	I	20	I	1	DOE
<b>44th Representative District - Island of Oahu – Portion of Ewa District (Honokai Hale, Nanakal Gardens); and Portion of Waiānae District (Nanakuli, Lualualei)</b>								
44-01	44-01 Kamokila Park	91-015 Farrington Hwy	REC CTR	II	19	I	1	COUNTY GOV
44-02	44-02 Nanakuli Elem Sch	89-778 Haleakala Ave	CAF	II	21	I	1	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
44-03	44-03 Nanaikapono Elem Sch	89-153 Mano Ave	CAF	II	21	I	1	DOE
44-04	44-04 Malli Elem Sch	87-360 Kulaapuni St	CAF	II	21	I	1	DOE
<b>45th Representative District - Island of Oahu – Portion of Waianae District (Waianae, Makaha, Makua)</b>								
45-01	45-01 Waianae Elem Sch	85-220 McArthur St	CAF	II	21	I	1	DOE
45-02	45-02 Waianae Inter Sch	85-826 Farrington Hwy	CAF	II	21	I	1	DOE
45-03	45-03 Kamaile Elem Sch	85-180 Ala Akau St	CAF	II	21	I	1	DOE
45-04	45-04 Makaha Elem Sch	84-760 Lahaina St	CAF	II	21	I	1	DOE
<b>46th Representative District - Island of Oahu – Portion of Waianae District (Kaena Point); Portion of Waialua District (Schofield Barracks, Mokulele, Waialua, Haleiwa); and Portion of Koolauloa District (Waimea, Pupukeya, Sunset Beach, Kahuku)</b>								
46-01	46-01 Laie Elem Sch	55-109 Kulanui St	CAF	II	23	II	1	DOE
46-02	46-02 National Guard Armory	77-230 Kamehameha Hwy	GYM	II	22	II	1	STATE GOV
46-03	46-03 Waialua Elem Sch	67-020 Waialua Beach Rd	CAF	II	22	II	1	DOE
46-04	46-04 Haleiwa Elem Sch	66-505 Haleiwa Rd	CAF	II	22	II	1	DOE
46-05	46-05 Sunset Beach Elem Sch	59-360 Kamehameha Hwy	CAF	II	22	II	1	DOE
46-06	46-06 Kahuku High/Inter Sch	56-490 Kamehameha Hwy	CAF	II	23	II	1	DOE
<b>47th Representative District - Islands of Kihewamoku, Mokuauia, Pulemoku, Kukihooula, Mokuai, Mokolii and Island of Oahu – Portion of Koolauloa District (Laie, Hauula, Punaluu, Kahana, Kaaawa); and Portion of Koolaupoko District (Waikane, Kahaluu, Ahuimanu)</b>								
47-01	47-01 Hauula Elem Sch	54-046 Kamehameha Hwy	CAF	II	23	II	1	DOE
47-02	47-02 Kahaluu Elem Sch	47-280 Waihee Rd	CAF	II	23	II	1	DOE
47-03	47-03 KEY Project	47-200 Waihee Rd	MTG RM	II	23	II	1	PRIVATE
47-04	47-04 King Inter Sch	46-155 Kamehameha Hwy	CAF	II	23	III	1	DOE
47-05	47-05 Windward Community College	45-720 Keahala Rd	AKOAKOA #101	II	23	II	1	STATE GOV
47-06	47-06 Ahuimanu Elem Sch	47-470 Hui Aeko Pl	CAF	II	23	II	1	DOE
<b>48th Representative District - Island of Oahu – Portion of Koolaupoko District (Heeia, Haiku Valley, Kapunahala, portion of Kaneohe)</b>								
48-01	48-01 Heeia Elem Sch	46-202 Haiku Rd	CAF	II	23	III	1	DOE
48-02	48-02 Kapunahala Elem Sch	45-828 Anoi Rd	CAF	II	24	III	1	DOE
48-03	48-03 Castle High Sch	45-386 Kaneohe Bay Dr	CAF	II	24	III	1	DOE
48-04	48-04 Kaneohe Elem Sch	45-495 Kamehameha Hwy	CAF	II	24	III	1	DOE
48-05	48-05 Windward Community College	45-720 Keahala Rd	AKOAKOA #105	II	23	III	1	STATE GOV
<b>49th Representative District - Island of Moku o Loe and Island of Oahu – Portion of Koolaupoko District Maunawili, Olomana, Enchanted Lake, portion of Kaneohe)</b>								
49-01	49-01 Enchanted Lake Elem Sch	770 Keolu Dr	CAF	II	24	III	1	DOE
49-02	49-02 Kaelepulu Elem Sch	530 Keolu Dr	CAF	II	24	III	1	DOE

DIST/PREC	POLLING PLACES	ADDRESS	FACILITY	CONGR DIST	SEN DIST	COUNCIL DIST	SCHOOL BD DIST	JURIS
49-03	49-03 Maunawili Elem Sch	1465 Ulupii St	CAF	II	24	III	1	DOE
49-04	49-04 Kailua High Sch	451 Ulumanu Dr	CAF	II	24	III	1	DOE
49-05	49-05 Puohala Elem Sch	45-233 Kulauli St	CAF	II	24	III	1	DOE
49-06	49-06 Parker United Methodist Church	45-211 Waikalua Rd	AUD	II	24	III	1	PRIVATE
49-07	49-07 Benjamin Parker Elem Sch	45-259 Waikalua Rd	CAF	II	23	III	1	DOE
50th Representative District - Island of Moku Manu and Island of Oahu – Portion of Koolaupoko District Kaneohe Marine Corps Air Base, Kailua)								
50-01	50-01 St Anthony Church	114 Makawao St	HALL	II	25	III	1	PRIVATE
50-02	50-02 Kailua Field	21 S Kainalu Dr	MLTPRS BLDG	II	25	III	1	COUNTY GOV
50-03	50-03 Kailua Inter Sch	145 S Kainalu Dr	CAF	II	24	III	1	DOE
50-04	50-04 Kailua Elem Sch	315 Kuulei Rd	CAF	II	25	III	1	DOE
50-05	50-05 Kainalu Elem Sch	165 Kaiholu St	CAF	II	25	III	1	DOE
50-06	50-06 Kalaheo High Sch	730 Iliaina St	CAF	II	24	III	1	DOE
50-07	50-07 Aikahi Elem Sch	281 Ilihaui St	CAF	II	24	III	1	DOE
51st Representative District - Island of Kaula, the Northwestern Hawaiian Islands, Islands of Popoia, Manana, Kaohikaipu and Island of Oahu – Portion of Koolaupoko District (Lanikai, Waimanalo)								
51-01	51-01 Lanikai Elem Sch	140 Alala Rd	CAF	II	25	III	1	DOE
51-02	51-02 Waimanalo Elem/Inter Sch	41-1330 Kalaniana'ole Hwy	CAF	II	25	III	1	DOE
51-03	51-03 Pope Elem Sch	41-133 Huli St	CAF	II	25	III	1	DOE
51-04	51-04 Kaelepulu Elem Sch	530 Keolu Dr	CAF	II	24	III	1	DOE
51-05	51-05 Keolu Elem Sch	1416 Keolu Dr	CAF	II	25	III	1	DOE
51-06	51-06 St. John Vianney Parish Sch	920 Keolu Dr	HALL	II	25	III	1	PRIVATE
51-07	51-07 Kailua Field	21 S Kainalu Dr	MTG RM	II	24	III	1	COUNTY GOV



## APPENDIX J: Election Calendar



STATE OF HAWAII  
OFFICE OF ELECTIONS  
802 LEHUA AVENUE  
PEARL CITY, HAWAII 96782  
www.hawaii.gov/elections

### 2010 Election Calendar

<u>Subject</u>	<u>Event/Deadline</u>	<u>Date</u>
Candidates	Register by filing organizational report with Campaign Spending Commission (HRS §11-194)	Various <sup>1</sup>
Candidates	Pick up nomination papers from Office of Elections or City/County Clerk (HRS §12-2.5)	Mon., Feb. 1, 2010
New Political Parties	File petition to form political party with Office of Elections (HRS §11-62)	Thurs., April 1, 2010
Political Parties	File party rules with Office of Elections (HRS §11-63)	Wed., April 21, 2010
Political Parties	Deadline to file political party objections with Office of Elections (HRS §11-62)	Fri., April 30, 2010
Political Parties	Submit names of precinct officials to the Chief Election Officer (HRS §11-72)	Fri., May 21, 2010
Political Parties	File party officers with Office of Elections (HRS §11-64)	Sat., June 19, 2010 <sup>2</sup>
Voters	Request absentee mail ballots for Primary and/or General Election from City/County Clerk (HRS §15-4)	Tues., July 20, 2010

<sup>1</sup>HRS §11-194 requires candidates for the 2010 election to register by filing an organizational report with the Campaign Spending Commission within ten days of filing nomination papers or the receipt of any contribution or expenditure, the aggregate amount of which is more than \$100, whichever occurs first. Candidates must obtain an electronic filing password before electronically registering and filing reports.

<sup>2</sup>In the event a deadline falls on a Saturday, the Office of Elections will be open on that day for the purpose of receiving and filing such documents.

<u>Subject</u>	<u>Event/Deadline</u>	<u>Date</u>
Candidates & OHA Candidates	Last day to file nomination papers for the Primary Election & OHA Election with Office of Elections or City/County Clerk (HRS §12-6)	Tues., July 20, 2010
Candidates	Last day to file Affidavit to Voluntarily Agree with Campaign Expenditure Limits with Campaign Spending Commission (HRS §11-208)	Tues., July 20, 2010
Candidates	Submit request to withdraw from the Primary Election for any reason to Office of Elections or City/County Clerk (HRS §11-117)	Wed., July 21, 2010
Candidates	Last day to file organizational report with Campaign Spending Commission (HRS §11-194)	Fri., July 30, 2010
Candidates	File 1st Preliminary Primary Election report with Campaign Spending Commission (HRS §11-212)	Mon., Aug. 2, 2010
C&C Candidates	File C&C financial disclosure statements with the City Clerk (ROH §3-8.4(b)(1))	Tues., Aug. 3, 2010
City/County Clerks Office of Elections	Mail Primary Election absentee ballots to overseas voters (Recommended by the Federal Voting Assistance Program)	Sat., Aug. 14, 2010
Candidates, Parties, and Voters	File written objections to nomination papers for Primary Election and OHA candidates with Office of Elections or City/County Clerk (HRS §12-8)	Thurs., Aug. 19, 2010
Voters	Last day to register to vote for the Primary Election with City/County Clerk (HRS §11-24)	Thurs., Aug. 19, 2010
Candidates	Submit request to withdraw from Primary Election for reasons of ill health to Office of Elections or City/County Clerk (HRS §11-117)	Sat., Aug. 28, 2010 <sup>3</sup>
State Candidates	File candidate financial disclosure forms with State Ethics Commission (HRS §84-17)	Mon., Aug. 30, 2010

<sup>3</sup>In the event a deadline falls on a Saturday, the Office of Elections will be open on that day for the purpose of receiving and filing such documents.

<u>Subject</u>	<u>Event/Deadline</u>	<u>Date</u>
Voters	Request absentee mail ballots for General Election from City/County Clerk (HRS §15-4)	Fri., Sept. 3, 2010
City/County, House, and Senate Clerks	Submit Constitutional Amendment questions, County Charter Amendment questions, and County Initiative questions to the Office of Elections (HRS §11-119)	Fri., Sept. 3, 2010
City/County Clerks	Open Primary Election walk-in absentee polling places (HRS §15-7)	Fri., Sept. 3, 2010
Candidates	File 2nd Preliminary Primary Election report with Campaign Spending Commission (HRS §11-212)	Wed., Sept. 8, 2010
Political Parties	Submit names of poll watchers for the Primary Election to Office of Elections or County Clerk (HRS §11-77)	Wed., Sept. 8, 2010
Voters	Last day to request absentee mail ballots for Primary Election from City/County Clerk (HRS §15-4)	Sat., Sept. 11, 2010
Candidates Who Receive Late Contributions	File Primary Election Late Contributions Report with Campaign Spending Commission (HRS §11-207.5)	Wed., Sept. 15, 2010
Voters	Last day to vote at Primary Election walk-in absentee polling places (HRS §15-7)	Thurs., Sept. 16, 2010
	<b>PRIMARY ELECTION (HRS §12-2)</b>	<b>SAT., SEPT. 18, 2010</b>
Candidates, Parties, and Voters	File complaint on contests for cause in Primary Election with Hawaii State Supreme Court (HRS §11-173.5)	Fri., Sept. 24, 2010
City/County Clerks Office of Elections	Mail General Election absentee ballots to overseas voters (Recommended by the Federal Voting Assistance Program)	Tues., Sept. 28, 2010
Voters	Last day to register to vote for the General Election with City/County Clerk (HRS §11-24)	Mon., Oct. 4, 2010

<u>Subject</u>	<u>Event/Deadline</u>	<u>Date</u>
Candidates	File Final Primary Election report with Campaign Spending Commission (HRS §11-213)	Fri., Oct. 8, 2010
Candidates	File expense report on use of public funds in Primary Election with Campaign Spending Commission (HRS §11-224)	Fri., Oct. 8, 2010
OHA Candidates	File candidate financial disclosure forms with State Ethics Commission (HRS §84-17)	Wed., Oct. 13, 2010
Candidates	Submit request to withdraw from General/OHA Election for reasons of ill health to Office of Elections or City/County Clerk (HRS §11-117)	Wed., Oct. 13, 2010
City/County Clerks	Open General Election walk-in absentee polling places (HRS §15-7)	Tues., Oct. 19, 2010
Political Parties	Submit names of poll watchers for General Election to Office of Elections or County Clerk (HRS §11-77)	Sat., Oct. 23, 2010 <sup>4</sup>
General & OHA Candidates	File Preliminary General Election report with Campaign Spending Commission (HRS §11-212)	Mon., Oct. 25, 2010
Voters	Last day to request absentee mail ballots for General and OHA Elections from City/County Clerk (HRS §15-4)	Tues., Oct. 26, 2010
Voters	Last day to vote at General Election walk-in absentee polling places (HRS §15-7)	Sat., Oct. 30, 2010
General & OHA Candidates Who Receive Late Contributions	File General Election Late Contributions Report with Campaign Spending Commission (HRS §11-207.5)	Mon., Nov. 1, 2010
	<b>GENERAL ELECTION (State Constitution, Article II, Section 8)</b>	<b>TUES., NOV. 2, 2010</b>

<sup>4</sup>In the event a deadline falls on a Saturday, the Office of Elections will be open on that day for the purpose of receiving and filing such documents.

<u>Subject</u>	<u>Event/Deadline</u>	<u>Date</u>
Candidates, Parties, and Voters	File complaint on contest for cause in General and/or OHA Elections with Hawaii State Supreme Court (HRS §11-174.5)	Mon., Nov. 22, 2010
Candidates	File Final Election Period report with Campaign Spending Commission (HRS §11-213)	Thurs., Dec. 2, 2010
Candidates	File expense report on use of public funds in General Election with Campaign Spending Commission (HRS §11-224)	Thurs., Dec. 2, 2010
Candidates	File final Application for Public Funds for 2010 Elections with Campaign Spending Commission (HRS §11-222)	Thurs., Dec. 2, 2010
Candidates	File Supplemental report with Campaign Spending Commission (HRS §11-213). Note: this report and other periodic reports due after this date must be filed unless candidates terminate their registration with the Campaign Spending Commission	Mon., Jan. 31, 2011
State (Office of Elections)	Determine political party disqualifications (HRS §11-65)	Wed., Mar. 2, 2011

HRS = Hawaii Revised Statutes	ROH = Revised Ordinances of Honolulu
OHA = Office of Hawaiian Affairs	§ = Section

This information is available in alternate formats. If you require special assistance (i.e. large print, taped material, etc.), or for more information, please contact the Office of Elections, 802 Lehua Avenue, Pearl City, 96782, or call 808-453-VOTE (8683) and on the Neighbor Island call toll free 1-800-442-VOTE (8683).

This document is intended for informational purposes only and should not be used as an authority on the Hawaii election law and deadlines. Requirements and/or deadlines may change pending changes in legislation. Consult the Hawaii Revised Statutes and other sources for more detailed and accurate requirements.

FSBO100J - Rev. 05/08/2009

## APPENDIX K: Draft 2010 Ballot Type Table

### BALLOT TYPE TABLE 2010 ELECTIONS

DRAFT

COUNTY	BALLOT TYPE	DISTRICT	PRECINCTS	US SENATE	US REP	STATE SENATE	STATE REP	MAYOR	PROS ATTY	COUNCIL	BOE
HAWAII	001	1	1, 2, 15	X	II		1			9	2
HAWAII	002	1	3-13	X	II		1			1	2
HAWAII	003	1	14	X	II		1			2	2
HAWAII	004	2	1-3, 8	X	II		2			2	2
HAWAII	005	2	4-7	X	II		2			4	2
HAWAII	006	3	1, 4, 5, 8	X	II	2	3			3	2
HAWAII	007	3	2	X	II	2	3			2	2
HAWAII	008	3	3	X	II		3			2	2
HAWAII	009	3	6	X	II		3			4	2
HAWAII	010	3	7	X	II	2	3			4	2
HAWAII	011	4	1	X	II	2	4			6	2
HAWAII	012	4	2	X	II	2	4			3	2
HAWAII	013	4	3-8	X	II	2	4			5	2
HAWAII	014	5	1	X	II	2	5			3	2
HAWAII	015	5	2-6	X	II	2	5			6	2
HAWAII	016	5	7-9	X	II		5			6	2
HAWAII	017	5	10-12	X	II		5			7	2
HAWAII	018	6	1-4	X	II		6			7	2
HAWAII	019	6	5-8	X	II		6			8	2
HAWAII	020	7	1, 2, 8	X	II		7			8	2
HAWAII	021	7	3-6	X	II		7			9	2
HAWAII	022	7	7	X	II		7			1	2

**BALLOT TYPE TABLE  
2010 ELECTIONS**

**DRAFT**

COUNTY	BALLOT TYPE	DISTRICT	PRECINCTS	US SENATE	US REP	STATE SENATE	STATE REP	MAYOR	PROS ATTY	COUNCIL	BOE
MAUI	023	8	1-7 (all)	X	II	4	8	X		A/L	2
MAUI	024	9	1-7 (all)	X	II	4	9	X		A/L	2
MAUI	025	10	1-6 (all)	X	II		10	X		A/L	2
MAUI	026	11	1-4 (all)	X	II		11	X		A/L	2
MAUI	027	12	1-7 (all)	X	II		12	X		A/L	2
MAUI	028	13	1-11	X	II		13	X		A/L	2
MAUI	029	13	12	X	II		13	X		A/L	2
KAUAI	030	14	1-5 (all)	X	II		14	X		A/L	2
KAUAI	031	15	1-5 (all)	X	II		15	X		A/L	2
KAUAI	032	16	1-7 (all)	X	II		16	X		A/L	2
HONOLULU	033	17	1-3	X	I	25	17			IV	1
HONOLULU	034	17	4-7	X	I	8	17			IV	1
HONOLULU	035	18	1	X	I	25	18			IV	1
HONOLULU	036	18	2-7	X	I	8	18			IV	1
HONOLULU	037	19	1-3, 5	X	I	8	19			IV	1
HONOLULU	038	19	4, 6	X	I	9	19			IV	1
HONOLULU	039	19	7	X	I	9	19				1
HONOLULU	040	20	1, 2, 5, 6	X	I	9	20				1
HONOLULU	041	20	3, 4	X	I	9	20			IV	1
HONOLULU	042	21	1, 2, 6	X	I	9	21				1
HONOLULU	043	21	3	X	I	10	21			IV	1
HONOLULU	044	21	4	X	I	9	21			IV	1

**BALLOT TYPE TABLE  
2010 ELECTIONS**

**DRAFT**

COUNTY	BALLOT TYPE	DISTRICT	PRECINCTS	US SENATE	US REP	STATE SENATE	STATE REP	MAYOR	PROS ATTY	COUNCIL	BOE
HONOLULU	045	21	5	X	I		21				1
HONOLULU	046	22	1-5	X	I	10	22				1
HONOLULU	047	22	6, 7	X	I	11	22				1
HONOLULU	048	23	1-3	X	I		23			IV	1
HONOLULU	049	23	4	X	I		23			VI	1
HONOLULU	050	24	1-6 (all)	X	I	10	24				1
HONOLULU	051	25	1, 2, 6, 7	X	I	11	25			VI	1
HONOLULU	052	25	3	X	I	10	25			VI	1
HONOLULU	053	25	4	X	I	10	25				1
HONOLULU	054	25	5	X	I	11	25				1
HONOLULU	055	26	1, 6, 7	X	I	13	26			VI	1
HONOLULU	056	26	2-5	X	I	11	26			VI	1
HONOLULU	057	27	1-6, 8	X	I	13	27			VI	1
HONOLULU	058	27	7	X	I	13	27				1
HONOLULU	059	28	1	X	I	11	28				1
HONOLULU	060	28	2	X	I	11	28			VI	1
HONOLULU	061	28	3-5	X	I		28			VI	1
HONOLULU	062	28	4, 6	X	I		28				1
HONOLULU	063	29	1, 2	X	I	14	29				1
HONOLULU	064	29	3-5	X	I	13	29				1
HONOLULU	065	30	1-4	X	I	14	30			VI	1
HONOLULU	066	30	5	X	I	14	30			VIII	1



**BALLOT TYPE TABLE  
2010 ELECTIONS**

**DRAFT**

COUNTY	BALLOT TYPE	DISTRICT	PRECINCTS	US SENATE	US REP	STATE SENATE	STATE REP	MAYOR	PROS ATTY	COUNCIL	BOE
HONOLULU	067	30	6	X	I	14	30				1
HONOLULU	068	31	1	X	I	14	31			VIII	1
HONOLULU	069	31	2-5	X	I	15	31				1
HONOLULU	070	32	1, 7, 8	X	I	15	32			VIII	1
HONOLULU	071	32	2-6	X	I	15	32				1
HONOLULU	072	33	1-3	X	I	14	33			VIII	1
HONOLULU	073	33	4-6	X	I		33			VIII	1
HONOLULU	074	34	1-7 (all)	X	I		34			VIII	1
HONOLULU	075	35	1	X	I		35			VIII	1
HONOLULU	076	35	2-6	X	I		35				1
HONOLULU	077	36	1-3, 5-7	X	I		36			VIII	1
HONOLULU	078	36	4	X	I		36				1
HONOLULU	079	37	1	X	I		37			VIII	1
HONOLULU	080	37	2-4	X	I		37				1
HONOLULU	081	38	1, 2	X	I		38			II	1
HONOLULU	082	38	3-5	X	I		38				1
HONOLULU	083	39	1-4, 6	X	II		39			II	1
HONOLULU	084	39	5	X	I		39			II	1
HONOLULU	085	40	1-6 (all)	X	II	19	40				1
HONOLULU	086	41	1, 2, 4	X	I	19	41				1
HONOLULU	087	41	3	X	I		41				1
HONOLULU	088	41	5, 6	X	II	19	41				1

BALLOT TYPE TABLE  
2010 ELECTIONS

DRAFT

COUNTY	BALLOT TYPE	DISTRICT	PRECINCTS	US SENATE	US REP	STATE SENATE	STATE REP	MAYOR	PROS ATTY	COUNCIL	BOE
HONOLULU	089	42	1	X	I		42				1
HONOLULU	090	42	2-5	X	I	20	42				1
HONOLULU	091	43	1-6 (all)	X	I	20	43				1
HONOLULU	092	44	1	X	II	19	44				1
HONOLULU	093	44	2-4	X	II		44				1
HONOLULU	094	45	1-4 (all)	X	II		45				1
HONOLULU	095	46	1-6 (all)	X	II		46			II	1
HONOLULU	096	47	1-3, 5, 6	X	II		47			II	1
HONOLULU	097	47	4	X	II		47				1
HONOLULU	098	48	1, 5	X	II		48				1
HONOLULU	099	48	2-4	X	II	24	48				1
HONOLULU	100	49	1-6	X	II	24	49				1
HONOLULU	101	49	7	X	II		49				1
HONOLULU	102	50	1, 2, 4, 5	X	II	25	50				1
HONOLULU	103	50	3, 6, 7	X	II	24	50				1
HONOLULU	104	51	1-3, 5, 6	X	II	25	51				1
HONOLULU	105	51	4, 7	X	II	24	51				1
OVERSEAS	106			X	I						
OVERSEAS	107			X	II						

## APPENDIX L: AG GENERAL CONDITIONS

### 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. CPO 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 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
  - 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 11-205.5, 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.

# **EXHIBIT B**

STATE OF HAWAII  
OFFICE OF ELECTIONS  
HONOLULU, HAWAII

SEPTEMBER 11, 2009

ADDENDUM A

TO

REQUEST FOR PROPOSALS

NO. RFP-10-001-SW

FOR  
SEALED OFFERS  
FOR  
A VOTING EQUIPMENT SYSTEM

The following are questions asked in response to the solicitation and are responded to as follows:

Question 1: “[VENDOR REDACTED] is currently in the process of Federal Certification under the 2005 Voluntary Voting System Guidelines (VVSG), with an [REDACTED] software system, and are expected to complete certification by late fall of 2009. The final report shall conform to applicable Federal Voting Systems Standards (2005 VVSG). The new optical scan system with an Integrated ADA/Early voting module is newly developed since the last RFP process.

Based on the above status of certification, is [VENDOR REDACTED] restricted from submitting a proposal and possible winning the contract for the Hawaii Voting Equipment System RFP?”

Answer 1: If a vendor does not have either a 2002 or 2005 certification by the deadline to submit proposals, they will not meet the requirements of the Request for Proposals (RFP) and will be disqualified upon submitting a proposal.

Please refer to page number 10, Section 3.010 of the RFP, which states:

“all voting equipment shall be certified by the National Association of State Election Directors (NASED) to meet the 2002 federal voting system standards developed by the Federal Election Commission (FEC). In the alternative, 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) (e.g. 2005 VVSG). In the event that 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 necessary certification requirement.”

Question 2: "...we would respectfully request the state to remove the Performance Bond from the contract requirements."

Answer 2: The State of Hawaii will not remove the Performance Bond requirement from the RFP. Any proposals submitted with the Performance Bond listed as an exception, will be disqualified.

Question 3: "...since the "Termination for Convenience" clause conservatively makes this contract a 1 year lease agreement with further options in 2012 and 2014, we would respectfully request that any proposal calculations (i.e. bid bond) be based on the 2010 value of the offer."

Answer 3: We deny this request. Please refer to page 15, Section 4.030 of the RFP, which states:

*"Bid Security.* Proposal shall be accompanied by a bid security in the amount of five per cent (5%) of the Grand Total amount of the proposal on OF-2. Offeror may submit the required amount of the offer guaranty in any of the following forms:

1. legal tender;
2. surety bid bond; or
3. certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or certified check accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration."

Question 4: Please clarify that certification must be attained on or before the first scheduled use of the new system.

Answer 4: Certification must be attained by the deadline to submit proposals and proof of certification must be submitted with the Offeror's proposal. Please refer to page 11, Section 3.020 of the RFP, which states:

"a copy of the report(s) from an independent testing authority accredited by NASED or the EAC verifying and confirming that the New System conforms to applicable federal voting system standards;"

Question 5: Please provide copies of the ballots from the primary and general from 2006 and 2008.

Answer 5: Please see attachment 1.

Question 6: Assuming all poll site voting results are gathered and represented, will the State allow voting communication to occur from a selected group of secure poll sites versus communication transmissions from every poll site?

Answer 6: Yes. The State will allow transmission of results from a selected group of secure poll sites.

Question 7: Are the voting booths (the privacy booth for marking ballots) that were used in the 2008 elections available for use in the 2010, 2012, and 2014 elections? Are those booths owned by the State? If the booths are not owned by the State, who or what entity owns those booths?

Answer 7: The voting booths used in the 2008 Elections are owned by the state and are available for use in the 2010, 2012, and 2014 Elections.

Question 8: Will the State allow the amount of sufficient on-site technical and operational support be mutually decided upon ahead of time between the State, Counties, and the chosen vendor?

Answer 8: Yes. The State will allow on-site technical and operational support to be mutually decided upon ahead of time between the State, Counties, and the chosen vendor. However, this in no way will affect the contract price. Additionally, if the State and the chosen vendor cannot mutually agree, the State shall have the sole discretion to decide adequate on-site technical and operational support.

Question 9: Will the State reconsider the delivery of spare parts in non-critical periods to be within 15 days versus 2 days?

Answer 9: No. The state believes that it is important to have the equipment repaired within two (2) days.

Question 10: Does the State expect the cost of unscheduled Special Election Support not held in conjunction with the Primary and General during the term of the Final Agreement to be borne by the Offeror? If yes, would the State re-consider this position as it is difficult to build into the proposal the costs for unknown and unscheduled special elections?

Answer 10: No, 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. In the event of a Special Election, the State or Counties will be responsible for consumables, ballot cost, and technical and operational support.

Question 11: Will the State allow the amount of adequate support staff be mutually decided upon ahead of time between the State, Counties, and the chosen vendor?

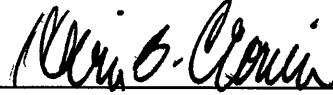
Answer 11: See answer to Question 8.

Question 12: Will the State provide this RFP in Word format?

Question 12: No.

Question 13: What other language(s), if any, does the State anticipate being added to the ballot in the future?

Answer 13: The State cannot anticipate any future languages because languages are determined by the Department of Justice based on the U.S. Census Bureau.



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Kevin B. Cronin  
Procurement Officer

2006 PRIMARY ELECTION (Front)

### OFFICIAL PRIMARY BALLOT CARD

A
B
C

DEMOCRATIC PARTY BALLOT (D)  
(Purple)

U.S. Senator

Vote for Not More than One (1)

AKAKA, Daniel K.

CASE, Ed

U.S. Representative

Vote for Not More than One (1)

ABERCROMBIE, Neil

KAAH, Alexandra

Governor

Vote for Not More than One (1)

AILA, William J., Jr.

IWASE, Randy

TANABE, Van K.

Lieutenant Governor

Vote for Not More than One (1)

HENKIN, David L.

MOOK, Michael (Manu)

SHIRATORI, Miles

SOLOMON, Malama

State Senator

Vote for Not More than One (1)

TANIGUCHI, Brian T.

State Representative

Vote for Not More than One (1)

SAIKI, Scott K.

LIBERTARIAN PARTY BALLOT (L)  
(Green)

U.S. Senator

Vote for Not More than One (1)

MALLAN, Lloyd Jeffrey

Governor

Vote for Not More than One (1)

DANIEL, Ozell

Lieutenant Governor

Vote for Not More than One (1)

ZHAO, Li

GREEN PARTY BALLOT (G)  
(Teal)

Governor

Vote for Not More than One (1)

BREWER, Jim

Lieutenant Governor

Vote for Not More than One (1)

KING, Renee

REPUBLICAN PARTY BALLOT (R)  
(Yellow)

U.S. Senator

Vote for Not More than One (1)

BEATTY, Mark

COFFEE, Jerry

COLLINS, Chas. (Akacase)

FRIEDHEIM, Jay

PIKOWSKI, Edward (Eddie)

TATAI, Steve

U.S. Representative

Vote for Not More than One (1)

HOUSH, Richard (Rosh)

BERRY, Herb

Governor

Vote for Not More than One (1)

BERISH, George L.

LINGLE, Linde

MANNER, Paul

PEABODY, George

Lieutenant Governor

Vote for Not More than One (1)

AIGON, James R., Jr. (Duke)

State Representative

Vote for Not More than One (1)

FURUTO, Albert H.

NONPARTISAN PARTY BALLOT (N)  
(Grey)

U.S. Senator

Vote for Not More than One (1)

AMSTERDAM, C. Kaui Jochanan

Governor

Vote for Not More than One (1)

CUNNINGHAM, Daniel

HARA, Bradley

MATTEI, Paul J. (Cobra)

Lieutenant Governor

Vote for Not More than One (1)

BOWELL, A.J.

D
E
F

SOHCC
9/23/06
BT 046: D/P 22:1-5

CONG 1 SEN 10 REP 22 COUN 22

State of Hawaii Primary Election  
September 23, 2006

**VOTING INSTRUCTIONS**

PARTY BALLOT

Contest Title

Vote for Not More than One (1)

Candidate 1

Candidate 2

STATE OF HAWAII  
PRIMARY ELECTION  
BT 046: DP 22:1-5

1 Review both sides of this card and all ballots before voting.

2 Vote within one ballot only *plus* the SPECIAL NONPARTISAN OFFICES Ballot.

3 **WARNING:** Within your chosen ballot, vote *only* for the number of candidates allowed in each contest.

4 Use a black ink pen to completely darken the oval to the left of your choices.

5 Please direct any questions to a precinct official. Thank you for voting!

CONG 1 SEN 10 REP 22 COUN 22



2006 PRIMARY ELECTION (Back)

**OFFICIAL PRIMARY BALLOT CARD**

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**SPECIAL NONPARTISAN OFFICES BALLOT**

**BOARD OF EDUCATION  
First School Board District  
(City & County of Honolulu)**

**6th Departmental School  
District Seat  
(Windward)**  
Vote for Not More than One (1)

DEREGO, Kris

FENEBACKER, John R.

VIERLUNG, Paul

**No Departmental School  
District Residency**  
Vote for Not More than Three (3)

BASS, Michael

CHING, Darwin L.D.

GOLOJUCH, Carolyn Martinez

HOEFT, Henry W., Jr.

KEDA, Donna R.

IWAMOTO, Kim Coco

KESSLER, Brian

KIRKPATRICK, Malcolm

KNUDSEN, Karen

LEE, Philmund (Phil)

LINVILLE, Marcia

McDERMOTT, Bob

SKILLING, Liam

STONE, Nancy J. (Pohaku)

TOM, Terraces W.H.

TSCHUMY, Ruth

YAMANE, Brian Y.

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SOH/C C      9/23/06      BT 046: D/P 22-1-5

CONG 1    SEN 10    REP 22    COUN 22

State of Hawaii's Primary Election  
September 23, 2006

**VOTING INSTRUCTIONS**

**PARTY BALLOT**

Contest Title

Vote for Not More than One (1)

Candidate 1

Candidate 2

4 Use a black ink pen to completely darken the oval to the left of your choice.

Candidate

5 Please direct any questions to a precinct official. Thank you for voting!

**STATE OF HAWAII  
PRIMARY ELECTION**  
BT 046: D/P 22-1-5

2006 GENERAL ELECTION (Front)

**OFFICIAL GENERAL BALLOT CARD**

A	B	C
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**11**

**U.S. Senator**  
Vote for Not More than One (1)

(D) AKAKA, Daniel K.

(L) MALLAN, Lloyd Jeffrey

(R) THIELEN, Cynthia

**21**

**U.S. Representative**  
Vote for Not More than One (1)

(D) HIRONO, Mazie K.

(R) HOGUE, Bob

**40**

**Governor and Lieutenant Governor**  
Vote for Not More than One (1)

BREWER, Jim  
For GOVERNOR

(G) ING, Renee  
For LIEUTENANT GOVERNOR

**41**

DANIEL, Ozell  
For GOVERNOR

(L) ZHAO, LI  
For LIEUTENANT GOVERNOR

**42**

IWASE, Randy  
For GOVERNOR

(D) SOLOMON, Malama  
For LIEUTENANT GOVERNOR

**43**

LINGLE, Linda  
For GOVERNOR

(R) AIONA, James R.  
For LIEUTENANT GOVERNOR

**44**

**State Representative**  
Vote for Not More than One (1)

(R) CERIZO, Tom

(D) SOUKI, Joe

**OFFICIAL SPECIAL OHA ELECTION BALLOT**

**At Large Trustee**  
Vote for Not More than Three (3)

AKANA, Rowena M. Noslani

ANDERSON, Whitney T.

BEIRNE, D. Ululani

BENHAM, Roy L. (Ilikaea)

BOYD, Manu

DANNER, Robin Puanani

HARBOTTLE, Newton D.

KALIMA, Leona Mapuana

KANAHELE, Dennis (Bumpy)

LYMAN, Melissa M. Guerreiro

MEYERS, Willy (Keakakahi)

STENDER, Oswald K. (Oz)

WAIHE'E, John IV.

YOUNGQUIST, Arvid Tadao

**Maui Resident Trustee**  
Vote for Not More than One (1)

PENEIRA, Blissett

MOSSEKIN, Bolda (Maui)

**Maui Resident Trustee**  
Vote for Not More than One (1)

BURKE, Jackie Kahookole

CARPENTER, Dante Keala

HEEN, Walter Mahaula

HEW LEN, D. Kehaulani

KAWELO, Frankie Kay

NA'ALUAO, S. Kau'i

REYNOLDS, M. Kapiolani

**COUNTY OF MAUI**

**Mayor**  
Vote for Not More than One (1)

ARAKAWA, Alan M.

TAVARES, Charmaine

**Councilmember**

**East Maui**  
Vote for Not More than One (1)

KALALAU, Sam

MEDIBROS, Bill (Kaukaea)

**West Maui**  
Vote for Not More than One (1)

JOHNSON, Jo Anne

ROCKETT, Dairde

**Waialuku-Waihee-Waikapu**  
Vote for Not More than One (1)

CABEBE, Rogelio Sr. (Rudy)

VICTORINO, Mike

**Kahului**  
Vote for Not More than One (1)

GOLINS, Lance D.

OHANAILA, Joe

**South Maui**  
Vote for Not More than One (1)

ANDERSON, Michelle

**Makawao-Haiku-Paia**  
Vote for Not More than One (1)

BORGE, Pat

MOLINA, Mike

**Upcountry**  
Vote for Not More than One (1)

BAISA, Gladys Coelho

FASI, Paul F.

**Lanai**  
Vote for Not More than One (1)

HOKAMA, Riki

**Molokai**  
Vote for Not More than One (1)

MATEO, Danny A.

A	B	C
SOHIM	11/7/06	BT A 023: D/P 08-1-7 (all)

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CONG II SEN REP 8 COUN A/L

State of Hawaii General Election  
November 7, 2006

- Review both sides of this card and all ballots before voting.
- Vote for not more than the number of candidates/choices than allowed in a contest. **YOU MAY VOTE IN ALL CONTESTS.**
- WARNING:** If you vote for more candidates/choices than allowed in a contest, your vote(s) for that contest will not be counted.

CONG II SEN REP 8 COUN A/L

**VOTING INSTRUCTIONS**

**Contest Title**  
Vote for Not More than One (1)

Candidate 1

Candidate 2

- Use a black ink pen to completely darken the oval to the left of your choice.
- Please direct any questions to a precinct official. Thank you for voting!

Candidate

**STATE OF HAWAII**  
**GENERAL ELECTION**  
BT A 023: D/P 08-1-7 (all)

**OFFICIAL GENERAL BALLOT CARD**

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**AMENDMENTS TO THE STATE CONSTITUTION  
PROPOSED BY THE TWENTY-THIRD LEGISLATURE**

The full text of the constitutional amendments covered by this ballot is available for inspection at your polling place. Ask an Election Official for it, if you wish to see it.

1. Shall the governor be required to select board of regents candidates from a pool of qualified candidates screened and proposed by a candidate advisory council for the board of regents of the University of Hawaii as provided by law?

YES  
 NO

2. Shall the Constitution be amended to provide for a salary commission to review and recommend salaries for justices, judges, state legislators, the governor, the lieutenant governor, the administrative director of the State, state department heads or executive officers of the executive departments, and the deputies or assistants to department heads of the executive departments, excluding the superintendent of education and the president of the University of Hawaii?

YES  
 NO

3. Shall the mandatory retirement age of seventy for all state court justices and judges be repealed?

YES  
 NO

**AMENDMENTS TO THE CHARTER  
OF THE COUNTY OF MAUI**

The full text of the charter amendments covered by this ballot is available for inspection at your polling place. Ask an Election Official for it, if you wish to see it.

1. Should the Department of Public Works and Environmental Management be divided to form two separate departments, a Department of Public Works and a Department of Environmental Management, and should the provisions of the Charter be modified by non-substantive "housekeeping" measures related to this amendment?

YES  
 NO

2. Should a minimum of two percent (2%) of the certified real property tax revenues for fiscal years 2008 through 2011 be appropriated into an affordable housing fund to be used for the preservation and expansion of affordable housing and suitable living environments for persons of very low to moderate income?

YES  
 NO

3. Should the Charter provision relating to the filing of personal injury and property damage claims against the County of Maui be changed so as to require that notices of claims be filed "within the time period as provided by law" instead of within two years after the date of injury, to conform to controlling State law, which currently provides for a period of six months?

YES  
 NO

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D SOH/M 11/7/06 BT A 023: D/P 08:1-7 (all)

CONG II SEN 8 REP 8 COUN ALL  
State of Hawaii General Election  
November 7, 2006

**VOTING INSTRUCTIONS**

1 Review both sides of this card and all ballots before voting.

2 Vote for not more than the number of candidates/choices than allowed in a contest. **YOU MAY VOTE IN ALL CONTESTS.**

3 **WARNING:** If you vote for more candidates/choices than allowed in a contest, your vote(s) for that contest will not be counted.

4 Use a black ink pen to completely darken the oval to the left of your choice.

5 Please direct any questions to a precinct official. Thank you for voting!

**STATE OF HAWAII  
GENERAL ELECTION**  
BT A 023: D/P 08:1-7 (all)

2008 PRIMARY ELECTION (Front)

Vote Both Sides

STATE OF HAWAII - PRIMARY ELECTION  
September 20, 2008  
READ INSTRUCTIONS 1 - 2 - 3      Precinct **AB-40**

INSTRUCTIONS	INDEPENDENT PARTY BALLOT (I)	REPUBLICAN PARTY BALLOT (R)
<p><b>1</b> Select one political party. You must select a party below.</p>	NO CANDIDATES FILED	<p>US Representative, Dist 1 Vote for Not More than One (1)</p> <p><input type="checkbox"/> TATAI, Steve</p>
	DEMOCRATIC PARTY BALLOT (D)	LIBERTARIAN PARTY BALLOT (L)
<p><b>2</b> Vote only for candidates of the party you selected. Votes for another party's candidates will not be counted.</p>	<p>US Representative, Dist 1 Vote for Not More than One (1)</p> <p><input type="checkbox"/> ABERCROMBIE, Neil</p> <p>State Representative, Dist 21 Vote for Not More than One (1)</p> <p><input type="checkbox"/> NISHIMOTO, Scott Y.</p>	<p>US Representative, Dist 1 Vote for Not More than One (1)</p> <p><input type="checkbox"/> AMSTERDAM, C. Kau' Jochanan</p> <p><input type="checkbox"/> ZHAO, Li</p>
<p><b>3</b> Remember to vote for the Special Nonpartisan offices on the back.</p>		NONPARTISAN BALLOT (N)
<p>SELECT A PARTY</p> <p><input type="checkbox"/> INDEPENDENT PARTY (I)</p> <p><input type="checkbox"/> DEMOCRATIC PARTY (D)</p> <p><input type="checkbox"/> REPUBLICAN PARTY (R)</p> <p><input type="checkbox"/> LIBERTARIAN PARTY (L)</p> <p><input type="checkbox"/> NONPARTISAN BALLOT (N)</p>		NO CANDIDATES FILED

Vote Both Sides

SONG SEN 21 V

REP 21 V

SEP 20 2008


State of Hawaii - Primary Election  
September 20, 2008

**VOTING INSTRUCTIONS**


1 Review both sides of this ballot before voting.

2 Please use a black or blue pen to mark your choices on the ballot. To vote for your choice in each contest, completely fill in the box to the left of your choice.

3 **WARNING:** If you vote for more candidates/choices than allowed in a contest, your votes for that contest will not be counted.



**CORRECT**



**INCORRECT**

4 Select one political party. You must select a party.

5 Vote only for candidates of the party you selected. Votes for another party's candidates will not be counted.

6 Remember to vote for the Special Nonpartisan offices.

BT: 40; D/P: 21; 1-3, 6  
SCH/CC
STATE OF HAWAII - PRIMARY ELECTION  
September 20, 2008

Vote Both Sides

**STATE OF HAWAII - PRIMARY ELECTION**  
September 20, 2008

READ INSTRUCTIONS 1 - 2 - 3 Precinct **AB-40**

SPECIAL NONPARTISAN OFFICES BALLOT (NS)	CITY & COUNTY OF HONOLULU
	<b>Mayor</b>
	Vote for Not More than One (1)
<input type="checkbox"/> BOARD OF EDUCATION	<input type="checkbox"/> GUNNINGHAM, Daniel H.
<input type="checkbox"/> FIRST SCHOOL BOARD DISTRICT (CITY & COUNTY OF HONOLULU)	<input type="checkbox"/> DATANAGAN, Cameron
<input type="checkbox"/> 3rd Departmental School District Seat (Honolulu)	<input type="checkbox"/> HANNEMANN, Mufi
Vote for Not More than One (1)	<input type="checkbox"/> KAMBEL, Donovan D., Jr.
<input type="checkbox"/> KIRKPATRICK, Malcolm	<input type="checkbox"/> KOBAYASHI, Ann H.
<input type="checkbox"/> LEE, Carol Mon	<input type="checkbox"/> MALY, J Stop-Rail-Transit
<input type="checkbox"/> MATSUMOTO, Denise L	<input type="checkbox"/> MANNER, Paul
	<input type="checkbox"/> NITTA, George, Jr.
<b>No Departmental School District Residency</b>	<input type="checkbox"/> PREVEDOUROS, Panos
Vote for Not More than Three (3)	
<input type="checkbox"/> AHU ISA, Lei	<b>Prosecuting Attorney</b>
<input type="checkbox"/> AIONA, Karakana Darrow L.	Vote for Not More than One (1)
<input type="checkbox"/> AKUNA, Janis	<input type="checkbox"/> CARLISLE, Peter B.
<input type="checkbox"/> LINVILLE, Marcia L.	
<input type="checkbox"/> NAMEJO, Pauline N.	
<input type="checkbox"/> PETERS, Robert E.	
<input type="checkbox"/> TOGUUCHI, Garrett M.	
<input type="checkbox"/> TOM, Terrence W. H.	
<input type="checkbox"/> YEE, Randall M. L.	



Vote Both Sides

SOUND		V
REP		21
SEN		1

State of Hawaii - Primary Election  
September 20, 2008

**VOTING INSTRUCTIONS**

- 1 Reverse both sides of this ballot before voting
- 2 Please use a black or blue pen to mark your choices on the ballot. To vote for your choice in each contest, completely fill in the box to the left of your choice.
- 3 **WARNING:** If you vote for more candidates/choices than allowed in a contest, your votes for that contest will not be counted.
- 4 Select one political party. You must select a party.
- 5 Vote only for candidates of the party you selected. Votes for another party's candidates will not be counted.
- 6 Remember to vote for the Special Nonpartisan offices.

BT: 40; D/P: 21; 1 - 3, 6  
SCH/CC

STATE OF HAWAII - PRIMARY ELECTION  
September 20, 2008

2008 GENERAL ELECTION (Front)

**Vote Both Sides**

**STATE OF HAWAII - GENERAL ELECTION**  
November 04, 2008

**Precinct AB-40**

FEDERAL CONTESTS	BOARD OF EDUCATION FIRST SCHOOL BOARD DISTRICT (CITY AND COUNTY OF HONOLULU)	CITY AND COUNTY OF HONOLULU
<b>President and Vice President</b> Vote for Not More than One (1) <input type="checkbox"/> (C) BALDWIN, Chuck For PRESIDENT CASTLE, Darrell L. For VICE PRESIDENT <input type="checkbox"/> (L) BARR, Bob For PRESIDENT ROOT, Wayne A. For VICE PRESIDENT <input type="checkbox"/> (R) McCain, John For PRESIDENT PALIN, Sarah For VICE PRESIDENT <input type="checkbox"/> (C) McKINNEY, Cynthia For PRESIDENT CLEMENTE, Rosa For VICE PRESIDENT <input type="checkbox"/> (I) NADER, Ralph For PRESIDENT GONZALEZ, Matt For VICE PRESIDENT <input type="checkbox"/> (D) OBAMA, Barack For PRESIDENT BIDEN, Joe For VICE PRESIDENT	<b>3rd Departmental School District Seat</b> (Honolulu) Vote for Not More than One (1) <input type="checkbox"/> LEE, Carol Mori <input type="checkbox"/> MATSUMOTO, Denise L. <b>No Departmental School District</b> <b>Residency</b> Vote for Not More than Three (3) <input type="checkbox"/> AHU ISA, Lei <input type="checkbox"/> AIONA, Kanakanui Darrow L. <input type="checkbox"/> AKUNA, Janis <input type="checkbox"/> TOGUCHI, Garrett M. <input type="checkbox"/> TOM, Terrence W.H. <input type="checkbox"/> YEE, Randall M. L. <b>OFFICIAL SPECIAL OHA</b> <b>ELECTION BALLOT</b> <b>"At Large" Trustee</b> Vote for Not More than One (1) <input type="checkbox"/> APOLIGNA, Hauani <input type="checkbox"/> HONDA, Helele S.M. <input type="checkbox"/> KIPPEN, Colin C. <input type="checkbox"/> NALLUAI, Sei <b>Hawaii Resident Trustee</b> Vote for Not More than One (1) <input type="checkbox"/> LINDSEY, B. <input type="checkbox"/> MEYER, William (Bill) <b>Kauai Resident Trustee</b> Vote for Not More than One (1) <input type="checkbox"/> O'CALLAHAN, Donald B. <b>Neighborhood Resident Trustee</b> Vote for Not More than One (1) <input type="checkbox"/> MACHADO, Colette Y. Papi <input type="checkbox"/> PURDY, Waipa	<b>Mayor</b> Vote for Not More than One (1) <input type="checkbox"/> HANNEMANN, Mui <input type="checkbox"/> KOBAYASHI, Ann H. <b>Councilmember, Dist V</b> Vote for Not More than One (1) <input type="checkbox"/> BAINUM, Duke
<b>US Representative, Dist 1</b> Vote for Not More than One (1) <input type="checkbox"/> (D) ABERCROMBIE, Neil <input type="checkbox"/> (R) TATAI, Steve <input type="checkbox"/> (L) ZHAO, Li		


**Vote Both Sides**

FOLD AND TEAR HERE


**VOTING INSTRUCTIONS**

**1** Review both sides of this ballot before voting.

**2** Please use a black or blue pen to mark your choices on this ballot. To vote for your choice in each contest, completely fill in the box to the left of your choice.



**CORRECT**



**INCORRECT**

**3** **WARNING:** If you vote for more candidates/choices than allowed in a contest, your vote(s) for that contest will not be counted.

**4** Please direct any questions to a precinct official. Thank you for voting!

BT: 40; D/P: 21: 1 - 3, 6  
SOH/CC

STATE OF HAWAII - GENERAL ELECTION  
November 4, 2008

**Vote Both Sides**

**STATE OF HAWAII - GENERAL ELECTION**  
November 04, 2008

Precinct **AB-40**

<p style="text-align: center;"><b>STATE OF HAWAII CONSTITUTIONAL CONVENTION QUESTION</b></p> <p><b>CON CON: Constitutional Convention Question</b></p> <p>"Shall there be a convention to propose a revision of or amendments to the Constitution?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p style="text-align: center;"><b>AMENDMENTS TO THE CHARTER OF THE CITY AND COUNTY OF HONOLULU PROPOSED BY THE CITY COUNCIL</b></p> <p>The full text of the charter amendments covered by this ballot is available for inspection at your polling place. Ask an Election Official for it, if you wish to see it.</p> <p><b>Honolulu: Prosecutor Duties/Responsibilities</b></p> <p>"Shall the Prosecuting Attorney be allowed to initiate, develop, and perform or coordinate programs, projects and activities, as determined by the prosecuting attorney, on the subject of crime, including but not limited to crime research, prevention and education?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p style="text-align: center;"><b>AMENDMENTS TO THE STATE CONSTITUTION PROPOSED BY THE TWENTY-FOURTH LEGISLATURE</b></p> <p>The full text of the constitutional amendments covered by this ballot is available for inspection at your polling place. Ask an Election Official for it, if you wish to see it.</p> <p><b>CON AMEND: Age Qualification for Governor</b></p> <p>"Shall the age qualification for the office of governor and office of lieutenant governor be reduced from thirty years of age to twenty-five years of age?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p><b>Honolulu: Ethics Civil Fines</b></p> <p>"Shall the Revised City Charter be amended to authorize the City Ethics Commission to impose civil fines established by ordinance for violations of the standards of conduct committed by appointed officers, and employees of the City who have significant discretionary or fiduciary power?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p><b>Honolulu: Impeachment Circuit Courts</b></p> <p>"Shall the Revised Charter of the City and County of Honolulu be amended to authorize the Council to establish a circuit court of the City and County of Honolulu to hear and determine impeachment cases involving City and County employees?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p><b>Honolulu: Dept. of Transportation Services Transit</b></p> <p>"Shall the powers, duties, and functions of the City, through the Director of Transportation Services, include establishment of a steel wheel on steel rail transit system?"</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>


**Vote Both Sides**

FOLD AND TEAR HERE


**VOTING INSTRUCTIONS**

**1** Review both sides of this ballot before voting.

**2** Please use a black or blue pen to mark your choices on this ballot. To vote my choice in each contest, completely fill in the box to the left of your choice.



**CORRECT**



**INCORRECT**

**3** **WARNING:** If you vote for more candidates/choices than allowed in a contest, your vote(s) for that contest will not be counted.

**4** Please direct any questions to a precinct official. Thank you for voting!

BT: 40; D/P: 21: 1 - 3, 6  
SOH/CC

**STATE OF HAWAII - GENERAL ELECTION**  
November 4, 2008

# **EXHIBIT C**



TRANSCRIPTION BEGINS 00:50:34

SENATOR KIM: Doesn't the addendum specifically say now that you have elevated the certification from the 2002 to the 2005 federal certification?

CRONIN: It says what it says. I don't believe it says that. Uh

SENATOR KIM: So, Ok I misread it so there's no points, no additional points given to a vendor who meets the 2005 certification versus one who meets the 2002 certification?

CRONIN: Uhm. The RFP establishes minimum standards and those are the minimum that will be the basis for the review as the RFP provides. Let me say a little bit about voting machines in general. Uh, voting machines in general are not like automobiles. You buy one you drive off uh involving a couple of people. Voting machines serve a maximum uh voting population based on the 2008 registered voter list. 691,000 people and based on the number who actually turned out to vote on election day, 450,000. These uh people have uh uh a wide range of interests concerns uhm and ways of approaching a machine. What the voting system ultimately is is a means to facilitate a process. Its not just the machine and what uhm is brought to bear in the process, which I believe has happened historically state, is that the experienced and knowledgeable county clerks and staff who see and know what goes on in the polling places around the state is going to uh be uh issues to identify and hopefully resolve with the voting equipment. There's a great deal of subjective judgment being made in selecting a voting system and the Office of Election seeks to recognize it.

SENATOR KIM: Mr. Cronin let me ask you again. My question is, in the RFP and in the review as far as evaluating the proposals that you receive, will you be given, will there be specific points or more points given to a vendor who will comply with the 2005 federal certification which gives higher levels of security versus one for 2002?

CRONIN: The evaluation committee is composed of uh five members, each of the county clerks and the chief election officer. And I can cannot know now uh how the evaluation committee members will see a machine and evaluate it and accord uh its judgment.

SENATOR KIM: Again, let me ask the question again, in your procurement requirements as far as the breakdown in points, will you be awarding points for those vendors who will meet the higher standard of security?

CRONIN: Uh respectfully senator, I cannot answer that question because I can't speak for the evaluation committee.

SENATOR KIM: So Right now your answer is that your RFP does not allot any additional points or does not specifically have points allotted to the higher level of security.

CRONIN My answer is that the RFP says what its says. And if that information is there yes, if its not its not.

SENATOR KIM: Well you know

CRONIN: You know, I think...

SENATOR KIM: I raise that point because Cardoza's ruling talked about the securities of the system. About what happened when you transmitted information over the phone lines and the internet they also required you to go ahead and do rules and regs and my understanding is you issued the RFP prior to getting your rules and regs out.

CRONIN: Let me say Senator Kim, we received a copy of the Court's decision mid-afternoon yesterday. We are reviewing it and analyzing it and I can't speak at this time to any points uh arising out of that decision. Let me say we have invited the deputy attorney general who represented us in that litigation who is here in the hearing room now and the person may, uh is available to answer questions.

SENATOR KIM: But you did in fact put the bid out prior to your rules and regs being formalized?

CRONIN: Uhm Yes

SENATOR KIM: Kay, But you did start working on the rules and regs prior to getting Judge Cardoza's ruling.

CRONIN: Well. As part of our process to review the administrative rules, we have been reviewing those rules for an extended period of time. And those rules after our review and conferring with the county clerks were then presented to the attorney general's office I believe about two weeks or so ago.

TRANSCRIPTION ENDS 00:56:16

TRANSCRIPTION BEGINS 01:35:54

SENATOR KIM: The rules and regs you have before the AG's office. Does that include rules for transmitting it via the telephone and/or internet?

CRONIN: Uh. Yes

SENATOR KIM: So technically, the courts didn't say you can't do that. They're just saying you need rules and regs in order to do that.

CRONIN: Again I we haven't come up with all of the conclusions that the decision is and says what it, provides what it says.

SENATOR HOOSER: But if the rules you are proposing include it, then you must support it? I mean that's what? Right? I mean?

CRONIN: Excuse me Senator, may I. (pause) I understand the inference you draw uh from the fact that there is a proposed rule before the attorney general but just because there is a proposed rule doesn't mean that it necessarily would be exercised when it comes time for the election and, communicating election results to the control center in Honolulu.

SENATOR HOOSER: So just because you're asking for something doesn't mean you want it. Its your....

CRONIN: Yes.

SENATOR HOOSER: Okay. Thank you.

SENATOR KIM: But why wouldn't we want to have rules and regs in place? Why wouldn't we? (pause) And the fact that you've already proposed it before the AG and then what spend time and money to then appeal? I mean what sense is that?

CRONIN: We just received the decision uh yesterday Senator we haven't decided.

SENATOR KIM: No, you did receive the verbal decision months ago. And then now the written decision. I received it the same thing as you I've read it and I'm not an attorney. I haven't really sat down but you know it wasn't that hard to, to uhm interpret.

CRONIN: That, uhm. Its one thing for an oral ruling to be made uh from the bench and its another thing to see in black and white what the ruling actually is. And it was our view that we needed to wait until we saw what the court actually ruled in its decision.

SENATOR KIM: I understand that but again we're asking, and I believe Sen. Hooser if I'm hearing correctly, wondering what's the logic of not wanting to have rules and regs so that we're clear and the fact that you've already got it prepared and it's in process. Why? What be the logic to go through an appeal? I know you haven't decided that yet, we're sharing with you our concerns.

CRONIN: And I appreciate your concerns and I understand them and I thank you for them.

TRANSCRIPTION ENDS 01:38:47

**EXHIBIT D**

IN THE CIRCUIT COURT OF SECOND CIRCUIT

STATE OF HAWAII

ROBERT G. BABSON, Jr., ANN C. BABSON, ) Civil No. 08-1-0378(3)  
JOY BRANN, PAULA BROCK, and DANIEL ) (Declaratory Action and Injunction)  
GRANTHAM, )  
 ) CERTIFICATE OF SERVICE  
Plaintiffs )  
vs. )  
 )  
KEVIN CRONIN, Chief Elections Office, State )  
of Hawai'i, and STATE OF HAWAII, )  
 )  
Defendants. )

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a copy of the foregoing will be served upon the following parties at their last known addresses by U.S. Mail, postage pre-paid or hand-delivery:

RUSSELL SUZUKI, ESQ.  
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Attorney for Defendants Kevin Cronin  
and State of Hawai'i

DATED: Wailuku, Maui, Hawai'i

September 24, 2009



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LAW OFFICE OF LANCE D COLLINS  
LANCE D. COLLINS  
Attorney for Plaintiffs