

NOTICE TO REQUESTER

TO: Corinne Solomon
(Requester's name)

FROM: Office of the City Clerk, Rex Quidilla, 808-768-3800, elections@honolulu.gov
(Agency, and agency contact person's name, telephone number, & email address)

DATE THAT THE RECORD REQUEST WAS RECEIVED BY AGENCY: March 24, 2022

DATE OF THIS NOTICE: April 8, 2022

GOVERNMENT RECORDS YOU REQUESTED (attach copy of request or provide brief description below):

1. Records Request for Office of the City Clerk: NIC Hawaii contract or agreement for the Online Ballot Request
2. System
- 3.
- 4.

THIS NOTICE IS TO INFORM YOU THAT YOUR RECORD REQUEST:

Will be granted in its entirety.

Cannot be granted. Agency is unable to disclose the requested records for the following reason:

- Agency does not maintain the records. (HRS § 92F-3)
Other agency that is believed to maintain records: _____
- Agency needs further clarification or description of the records requested. Please contact the agency and provide the following information: _____
- Request requires agency to create a summary or compilation from records, but requested information is not readily retrievable. (HRS § 92F-11(c))

Will be granted in part and denied in part, **OR** Is denied in its entirety

Although the agency maintains the requested records, it is not disclosing all or part of them based on the exemptions provided in HRS § 92F-13 and/or § 92F-22 or other laws cited below.

(Describe the portions of records that the agency will not disclose.)

RECORDS OR
INFORMATION WITHHELD

APPLICABLE
STATUTES

AGENCY
JUSTIFICATION

REQUESTER'S RESPONSIBILITIES:

You are required to (1) pay any lawful fees and costs assessed; (2) make any necessary arrangements with the agency to inspect, copy or receive copies as instructed below; and (3) provide the agency any additional information requested. If you do not comply with the requirements set forth in this notice within 20 business days after the postmark date of this notice or the date the agency makes the records available, you will be presumed to have abandoned your request and the agency shall have no further duty to process your request. Once the agency begins to process your request, you may be liable for any fees and costs incurred. If you wish to cancel or modify your request, you must advise the agency upon receipt of this notice.

METHOD & TIMING OF DISCLOSURE:

Records available for public access in their entireties must be disclosed within a reasonable time, not to exceed 10 business days from the date the request was received, or after receipt of any prepayment required. Records not available in their entireties must be disclosed within 5 business days after this notice or after receipt of any prepayment required. HAR § 2-71-13(c). If incremental disclosure is authorized by HAR § 2-71-15, the first increment must be disclosed within 5 business days of this notice or after receipt of any prepayment required.

Method of Disclosure:

- Inspection at the following location: _____
- As requested, a copy of the record(s) will be provided in the following manner:
 - Available for pick-up at the following location: _____
 - Will be mailed to you.
 - Will be transmitted to you by other means requested: Via electronic mail

Timing of Disclosure: All records, or the first increment if applicable, will be made available or provided to you:

- On _____, 20____.
- After prepayment** of 50% of fees and 100% of costs, as estimated below.

For incremental disclosures, each subsequent increment will be disclosed within 20 business days after:

- The prior increment (if one prepayment of fees is required and received), or
- Receipt of each incremental prepayment, if prepayment for each increment is required.

Records will be disclosed in increments because the records are voluminous and the following extenuating circumstances exist:

- Agency must consult with another person to determine whether the record is exempt from disclosure under HRS chapter 92F.
- Request requires extensive agency efforts to search, review, or segregate the records or otherwise prepare the records for inspection or copying.
- Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- A natural disaster or other situation beyond agency’s control prevents agency from responding to the request within 10 business days.

ESTIMATED FEES & COSTS AND PAYMENT:

FEES: For personal record requests under Part III of chapter 92F, HRS, the agency may charge you for its costs only, and fee waivers do not apply.

For public record requests under Part II of chapter 92F, HRS, the agency is authorized to charge you fees to search for, review, and segregate your request (even if a record is subsequently found to not exist or will not be disclosed in its entirety). The agency must waive the first \$30 in fees assessed for general requesters, OR in the alternative, the first \$60 in fees when the agency finds that the request is made in the public interest. Only one waiver is provided for each request. See HAR §§ 2-71-19, -31 and -32.

COSTS: For either personal or public record requests, the agency may charge you for the costs of copying and delivering records in response to your request, and other lawful fees and costs.

PREPAYMENT: The agency may require prepayment of 50% of the total estimated fees and 100% of the total estimated costs prior to processing your request. If a prepayment is required, the agency may wait to start any search for or review of the records until the prepayment is received by the agency. Additionally, if you have outstanding fees or costs

from previous requests, including abandoned requests, the agency may require prepayment of 100% of the unpaid balance from prior requests before it begins any search or review for the records you are now seeking.

The following is an itemization of what you must pay, based on the estimated fees and costs that the agency will charge you and the applicable waiver amount that will be deducted:

For public record requests only:

Fees: Search	Estimate of time to be spent: _____ hours (\$2.50 for each 15-minute period)	\$
Review & segregation	Estimate of time to be spent: _____ hours (\$5.00 for each 15-minute period)	\$
Fees waived	<input type="checkbox"/> general (\$30), OR <input type="checkbox"/> public interest (\$60) (Only one waiver per request)	<\$ _____>
Other	_____ (Pursuant to HAR §§ 2-71-19 & 2-71-31)	\$
Total Estimated Fees:		\$

For public or personal record requests:

Costs: Copying	Estimate of # of pages to be copied: _____ (@ \$ _____ per page, pursuant to HRS § 92-21)	\$
Delivery	Postage	\$
Other	_____	\$
Total Estimated Costs:		\$

TOTAL ESTIMATED FEES AND COSTS from above: \$

- The estimated fees and costs above are for the first incremental disclosure only. Additional fees and costs, and no further fee waivers, will apply to future incremental disclosures.**
- PREPAYMENT IS REQUIRED** (50% of fees + 100% of costs, as estimated above) \$
- UNPAID BALANCE FROM PRIOR REQUESTS** (100% must be paid before work begins) \$

TOTAL AMOUNT DUE AT THIS TIME \$

Payment may be made by: cash
 personal check payable to _____
 other _____

For questions about this notice or the records being sought, please contact the agency person named at the beginning of this form. Please note that the Office of Information Practices (OIP) does not maintain the records of other agencies, and a requester must seek records directly from the agency it believes maintains the records. If the agency denies or fails to respond to your written request for records or if you have other questions regarding compliance with the UIPA, then you may contact OIP at (808) 586-1400, oip@hawaii.gov, or 250 South Hotel Street, Suite 107, Honolulu, Hawaii 96813.

REQUEST TO ACCESS A GOVERNMENT RECORD

This is a model form that may be used by a Requester to provide sufficient information for an agency to process a record request. Although the Requester is not required to use this form or to provide any personal information, the agency needs enough information to contact the Requester with questions about this request or to provide its response. This request may not be processed if the agency has insufficient information or is unable to contact the Requester.

DATE: 03-24-2022

TO: **Office of the City Clerk**
Agency that Maintains the Government Record

clerks@honolulu.gov
Agency's Contact Information

FROM: request+bpxegds9ut@foi.uipa.org
Requester's Name or Alias

request+bpxegds9ut@foi.uipa.org
Requester's Contact Information

AS THE REQUESTER, I WOULD LIKE THE FOLLOWING GOVERNMENT RECORD:

Describe the government record as specifically as possible so that it can be located. Try to provide a record name, subject matter, date, location, purpose, or names of persons to whom the record refers, or other information that could help the agency identify the record. A complete and accurate description of the requested government record will prevent delays in locating the record. Attach additional pages if needed.

1. Copy of contract, statement of work, agreement, or whichever is the terminology used for Nic Hawaii to provide and/or administer the online ballot request system.
2. Numbers of ballots requested and number of ballots delivered using this system for the 2020 General Election.
3. Description of methodology used by Nic Hawaii (if not described in the above mentioned contract) to determine that an online request is from a legal voter in the state of Hawaii.
4. Description of the methodology used by the State or County (if not described in the above requested contract) to determine that a voter did not submit both a ballot issued by the county as well as a ballot issued by Nic Hawaii.

I was unable to find this information on the website thus I am requesting it from you.

<https://nichawaii.egov.com/nic-hawaii-deploys-online-ballot-request-system-for-voters-in-honolulu-county/>

I WOULD LIKE: (Please check one or more of the options below, as applicable)

To inspect the government record

A copy of the government record: (Please check only one of the options below.) See the next page for information about fees and costs that you may be required to pay for agency services to process your record request. Note: Copying and transmission charges may also apply to certain options.

Pick up at agency (**date and time**): _____

Mail (address): _____

E-mail (address): request+bpxegds9ut@foi.uipa.org

Fax (toll free and only if available; provide fax number): _____

Other, if available (please specify): _____

If the agency maintains the records in a form other than paper, please advise in which **format you would prefer to have the record.**

Electronic Audio Other (please specify): _____

Check this box if you are attaching a request for waiver of fees in the public interest
(See waiver information on next page).

FEES FOR PROCESSING PUBLIC RECORD REQUESTS

You may be charged fees for the services that the agency must perform when processing your request for public records, including fees for making photocopies and other lawful fees. **The first \$30 of fees charged for searching for a record, reviewing, and segregating will not be charged to you. Any amount over \$30 will be charged to you.** Fees are as follows:

Search for a Record	\$2.50 for 15 minutes
Review and Segregation of a Record	\$5.00 for 15 minutes

Generally, no search, review, and segregation fees may be charged if you are making a request for personal records that are about you.

WAIVER OF FEES IN THE PUBLIC INTEREST

As an alternative to the \$30 fee waiver (not in addition to), the agency may waive the first \$60 of fees for searching for, reviewing and segregating records when the waiver would serve the public interest. If you wish to apply for a waiver of fees in the public interest, you must attach to this request a statement of facts, including your identity as the requester, to show how the waiver of fees would serve the public interest. The criteria for this waiver, found at section 2-71-32, Hawaii Administrative Rules, are

- (1) The requested record pertains to the operations or activities of an agency;
- (2) The record is not readily available in the public domain; and
- (3) The requester has the primary intention and the actual ability to widely disseminate information from the government record to the public at large.

COSTS

The Agency may charge you any other lawful fees and the costs to copy and deliver your personal or public record request.

AGENCY RESPONSE TO YOUR REQUEST FOR ACCESS

The agency to which you addressed your request must respond within a set time period. The agency will normally respond to you within 10 business days from the date it receives your request; however, in ***extenuating circumstances***, the agency must respond within 20 business days from the date of your request. If you have questions about the response time or the records being sought, you should first contact the agency and request to consult with the agency's UIPA contact person.

Please note that the Office of Information Practices (OIP) does not maintain the records of other agencies and a requester must seek records directly from the agency. If the agency denies or fails to respond to your written request for records or if you have other questions regarding compliance with the UIPA, then you may contact OIP at 808-586-1400, oiip@hawaii.gov, or 250 South Hotel Street, Suite 107, Honolulu, Hawaii 96813.

REQUESTER'S RESPONSIBILITIES

You have certain responsibilities under section 2-71-16, Hawaii Administrative Rules, which include making arrangements to inspect and copy records, providing further clarification or description of the requested record as instructed by the agency's notice, and making a prepayment of fees and costs, if assessed. The rules and additional training materials are available online at oip.hawaii.gov or from OIP.



ELECTIONS DIVISION

530 S KING ST RM 100
HONOLULU HI 96813
(808) 768-3800
WWW.HONOLULUELECTIONS.US

April 8, 2022

Corinne Solomon

Via Email: request+bpxegds9ut@foi.uipa.org

RE: Records Request for Office of the City Clerk: NIC Hawaii contract or agreement for the Online Ballot request system [#702]

Per your March 24, 2022 email request item #1, attached is a copy of the statement of work for Hawaii Information Consortium, LLC (HIC) to provide and/or administer the online ballot replacement system (OBRS).

In response to requested items #2, #3 and #4, the online ballot replacement system was created as a convenient, alternative method for voters to request a replacement ballot. OBRS serves as an intake system only. Honolulu Elections Division staff reviews all requests to determine replacement eligibility (e.g. registration and/or vote status). For the 2020 General Election, 1081 ballot requests were made via OBRS and finalized by the Honolulu Elections Division staff. No ballots were delivered or issued by HIC or OBRS.

Thank you.

Honolulu Elections Division



STATEMENT OF WORK

CITY AND COUNTY OF HONOLULU
OFFICE OF THE CITY CLERK, ELECTIONS DIVISION

ONLINE BALLOT REQUEST SYSTEM

Version 1.00

Document Number – CCHNL.FY2020.003

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the City and County of Honolulu (“COUNTY”) and Hawaii Information Consortium, LLC (“HIC”), the Internet Portal provider for the State of Hawaii. This document is subordinate to the requirements stated in RFP-08-11-SW, Internet Portal Manager and Service Provider, HIC’s Proposal and the contract between the State of Hawaii and HIC dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level CONTRACT (“SLA”) between the COUNTY and HIC signed and dated on March 24, 2014. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

TERM AND TERMINATION

This SOW shall begin on the date it is signed by all parties (hereinafter referred to as “Effective Date”), and shall continue in effect until the expiration/termination of the CONTRACT. Termination of this SOW shall not operate to terminate any other SOW between the parties, and such termination shall not, by itself, operate to terminate the CONTRACT.

This SOW may be terminated pursuant to the terms and conditions in the AG’s General Conditions.

CURRENT PROCESS

In 2019, Governor Ige signed into law, ACT 136 which transitions the State of Hawaii to a vote by mail. Hawaii joins the states of Washington, Oregon and Colorado in providing universal postal mail voting.

This transition poses a significant shift not only in the voter services provided to the public, but also the government agencies charged with providing these services. Under the previous election model, the State was responsible for the establishment and operation of election day polling places. ACT 136 abolishes these polling places, shifting all voter services to the counties.

ACT 136 requires that every active registered voter receive a ballot via postal mail. Voters are instructed to return their voted ballot via the USPS, or, as provided by ACT 136 at regionally-placed drop boxes or voter service centers operated by the Office of the City Clerk.

While the voting by mail has been the preferred method of voting for the majority of voters since 2014, this shift to all-mail voting will require that the City re-size or enhance its operations to meet the demands of the entire electorate and not just those who opt to vote by mail.

One of the key areas of enhancement is the Honolulu Elections Division’s ballot replacement service. Voters will make mistakes marking the ballot, disposing of the mail piece, or a mail delivery issue may cause a voter to not receive his/her ballot. It is expected that replacement requests will increase since vote by mail constitutes all voters, many of whom will be voting by mail for the first time.

PURPOSE STATEMENT

HIC will provide the COUNTY with an online system to provide voters the ability to:

1. Request a replacement ballot online.
2. Receive an acknowledgment of receipt and an email update on the eligibility and status of the ballot replacement request.
3. Provide COUNTY administrative users the ability to review requests, monitor status, and send email notifications.

Ballots will be sent to voters approximately 18 days prior to the August 8 primary and November 3 general, or July 21 and October 16, respectively. Voters will begin requesting a replacement ballot soon after the mail dates. Ballot replacement requests may be honored up to and including election day.

DEFINITIONS

Acceptance: Acceptance refers to the COUNTY's written approval of the functionality delivered in the production environment.

CMS (Content Management System) site: the front-end user interface that allows a user, even with limited expertise, to add, modify, and remove content from a website without the intervention of a webmaster; primarily allows the user to perform actions.

Delivery: Delivery refers to when HIC delivers the entire functionality per the SOW requirements into the production environment.

Final Acceptance: Final Acceptance refers to the COUNTY's written approval of the entire project.

Fixed Rate (Business Model): When transaction fees are not feasible we can still offer services with a fixed rate. In most cases, this funding model is used when an agency wants to develop an online service that has an existing funding model (i.e. federal grants) or the service doesn't generate any revenue but requires significant development and maintenance.

Hybrid (Business Model): A hybrid approach is using both the self-funded and time & materials models together. There are development costs, however, they are discounted as there is also a self-funded component to the application.

Self-funded (Business Model): HIC absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. HIC generates revenue through portal fees that

are added on to the online services we build. These fees can be passed to the fee payer or absorbed in part or whole by the COUNTY.

Services: Web site and application development; Web site and application maintenance; Web site and application hosting; Marketing; Customer service; Payment portal and account management; Portal development and maintenance; Mobile web applications. See SPO Vendor List Contract No. 08-13 for entire list of services.

Software: Web applications, CMS websites and APIs. For purposes of clarity, the following off-the-shelf, SaaS solutions are developed, owned and maintained by HIC affiliates and expressly excluded from the definition of "Software": (1) payment processing services and subscriber billing, including the TPE Payment Suite; (2) the Gov2Go® Platform and related services; (3) a proprietary application development platform referred to as "Application Engine," which enables expedited application design services; and (4) any other enterprise SaaS solutions developed outside of the CONTRACT and provided for COUNTY use under the CONTRACT.

Web application or application: a client-server software application in which the client (or user interface) runs in a web browser; primarily allows the user to perform actions.

Work plan: a work plan provides a timeline of the deliverables outlined in the SOW that is developed by HIC and approved by the COUNTY.

SCOPE OF WORK AND DELIVERABLES

Specifications for the project are attached as Exhibit A and made a part of this SOW.

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

Prior to launch of the service, HIC will provide the COUNTY with an Authorization to Deploy Letter describing that the service has been built to the COUNTY requirements. The COUNTY shall sign and return the Authorization to Deploy Letter to HIC within 5 business days.

After receiving the signed Authorization to Deploy Letter, HIC will deploy the entire functionality per the SOW requirements into the production environment on the date specified in the Authorization to Deploy Letter.

ACCEPTANCE (Deliverables)

The COUNTY shall not exceed fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the COUNTY notifies HIC of material, non-compliance with the functional

specifications, HIC shall correct the error within a period not to exceed fifteen (15) working days or a time period mutually agreed upon between HIC and COUNTY.

FINAL ACCEPTANCE

COUNTY should notify HIC of any errors or bugs when discovered during testing in the 90-day post-launch period. HIC shall fix any specifications not met by the project completion date specified in the Work Plan, plus the 10 business days to fix all issues at no extra cost or charge to COUNTY, or any longer time specified as mutually agreed upon in writing.

Once all the errors and bugs, if any, have been fixed and the Software or service has been retested, or at the end of the 90-day post-delivery period, whichever occurs later, HIC shall provide an acceptance letter to COUNTY with a checklist of the deliverables/specifications for approval. COUNTY shall sign and return the acceptance letter to HIC within 5 business days at which time the maintenance period begins.

MAINTENANCE AND SUPPORT

The annual maintenance and hosting shall be provided to the COUNTY, irrespective of any changes or enhancements to the system, as described under Maintenance and Support Fees in Exhibit A.

Schedule of Maintenance

HIC will provide support for the proper installation and ongoing general maintenance and operation of the application including the following:

- Database and file storage
- Daily database backups
- Daily file backups
- Maintenance of the web application and hosted environment
 - annual application scan within a year of the anniversary of service launch date
 - server, system, and security updates upon release of new patches/updates by third-party vendors
 - monitoring of the application and hosted environment 24/7

Notification to COUNTY to be posted of any changes or maintenance at least 48 hours prior.

After the Online Ballot Request System is delivered, as defined in the DELIVERY and FINAL ACCEPTANCE section, HIC will provide support for the proper installation and ongoing general maintenance and operation of the application. HIC shall immediately provide troubleshooting to correct any errors in the application and issues reported by COUNTY.

Upon receipt of notice of an error, HIC will assign a priority level to the error or issue in accordance with the following criteria:

- Priority A – An error that results in the service being substantially or completely nonfunctional or inoperative. These issues shall be resolved within 6 business hours. If an issue cannot be resolved within the 6 business hours or a work-around is the immediate solution, a resolution plan must be presented by HIC to the COUNTY within the 6 business hours and the HIC General Manager will be notified. If the service is unavailable a message will immediately be posted by HIC to web users that the site is temporarily down.
- Priority B – An error that does not impact the performance or operation of the site, but correction of the error will result in improved user experience or application efficiency. HIC will investigate and resolve within 10 business days. If the issue cannot be resolved within the 10 business days or a work-around, decided by both parties, is the immediate solution, a resolution plan must be presented by HIC to the COUNTY within the 10 business days.
- Priority C – A simple text or graphic (non-design) change. The change will be completed within 15 business days unless a mutually agreed upon timeline is stated in writing.

During state business hours, 7:45 a.m. – 4:30 p.m., Monday through Friday, the COUNTY will contact the Partner Liaison if there are any issues with the service. During non-business hours, the HIC support team can be contacted at 808-695-4627.

HIC server systems are constantly monitored for seamless operation 24x7x365 days a year. Monitoring is configured to track application uptime, system resources, and status of certain scheduled job. If there is an issue, an e-mail is sent to the Systems Administrator’s and Director of Development’s (DOD) cellular telephone. The Systems Administrator and/or Director of Development will then respond as appropriate to the problem, and the Partner Liaison will contract the COUNTY immediately.

In the event of a system-wide service issue, HIC will immediately notify the Office of Enterprise Technology Services (ETS) via email, ets.notifyus@hawaii.gov. For all other service issues impacting a single service, HIC will immediately notify the State Portal Program Manager and the COUNTY Project Manager by email and phone (See Exhibit A for contact information).

F E E S

All fees shall be reviewed periodically by the COUNTY and the Access Hawaii Committee (AHC), and adjusted after review via an amendment to the SOW upon mutual agreement of HIC, the COUNTY, and the AHC. The AHC will review and approve any and all Portal charges for fairness, reasonableness, and appropriateness in furthering the goals of this CONTRACT.

HIC RATES

RATE CHART – RFP 08-011

Job Specialty	Hourly Rate
General Manager	\$240.00

Software Architect	\$120.00
Senior Project Manager	\$120.00
Project Manager	\$80.00
Senior Business Analyst	\$100.00
Business Analyst	\$70.00
Senior Developer	\$100.00
Developer	\$80.00
Web/Creative Designer	\$60.00
Print Designer	\$75.00
Marketing Executive	\$80.00
Marketing Associate	\$50.00
Financial Management/Billing Specialist/Support Staff	\$70.00
Database Administrator	\$100.00
Security Administrator	\$100.00
Systems Administrator	\$100.00

DEVELOPMENT FEES

OPTION 1: Fixed cost for dev costs

FIXED COST: The project development cost plus Hawaii General Excise Tax (GET) shall be stated in Exhibit A. HIC will invoice COUNTY according to a payment schedule set forth in Exhibit A.

OPTION 2: If there are no dev costs, include the following general statement.

NO DEVELOPMENT COST: This option is N/A.

OPTION 3: Hybrid model that combines both fixed cost and no-cost options.

This option is N/A.

MAINTENANCE AND SUPPORT FEES

The maintenance and support fees associated with this project are detailed in Exhibit A. COUNTY will be invoiced annually on a set calendar year basis dependent on the launch date of the Software or service. Payment from COUNTY is due within 30 days upon receipt of the invoice.

The service will be hosted in Amazon Web Services. HIC reserves the right to renegotiate Amazon Web Service-related fees if usage is higher than forecast.

TRANSACTION FEES

For all transactions completed, there will be no Transaction Fee due and payable to HIC. See Exhibit A for details on fees.

Any and all fees and payment policies may be altered by mutual agreement in writing between COUNTY and HIC via an SOW Amendment.

INVOICE AND PAYMENT SCHEDULE

Upon acceptance of HIC deliverables, HIC will send an original invoice to COUNTY. The COUNTY has 30-days to pay from the receipt of a valid invoice.

See Exhibit A for details of Invoice and Payment Schedule.

RESPONSIBILITIES OF THE STATE/COUNTY

COUNTY will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.

To accomplish the tasks outlined in this SOW and provide the deliverables defined in the Deliverables/Milestones section of this document, COUNTY Project Manager will work with HIC Project Manager/Project Liaison to establish a project plan/timeline in conjunction with Deliverables/Milestones, HIC will require the following from COUNTY by the agreed upon dates in the Work Plan. If COUNTY does not provide any of these items by the required date, delivery dates for HIC deliverables will be revised accordingly. HIC will not be held responsible for delays in the timetable due to unavailability of data or resources from COUNTY.

- COUNTY will provide timely authorization for the project and for each approval required during the project.
- COUNTY will provide written functional requirements for all system components.
- COUNTY agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.

- COUNTY will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- COUNTY will provide content information to be presented on the website.
- While building the website, it is the COUNTY's responsibility to ensure all pre-existing PDF documents meet the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. This includes adding tags to each document to ensure they are easily read by screen readers.
- After 90-days post launch, COUNTY is responsible for maintaining ADA compliance.
- COUNTY will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

HIC will provide a Project Manager to serve as the primary point of contact and coordination with the COUNTY project team for the duration of the implementation of this project. COUNTY will require the following from HIC by the agreed upon dates. If HIC does not provide any of these items by the required date, delivery dates, then COUNTY will not be held responsible for delays in the timetable due to unavailability of data or resources from HIC. HIC will provide all the HIC deliverables detailed in the Deliverables section and will:

- Host the application over the course of its lifecycle
- Present a resolution plan for Priority A prior to project commencement
- Create and submit a Continuity plan to the COUNTY 5 business days prior to launch
- Provide day-to-day management of the project work plan
- Host periodic team meetings to review the status of project activities against the plan
- Provide Project Plan Updates
- Provide Executive Briefing as needed
- Provide the COUNTY with transaction reports and money transfers on a schedule mutually agreed to by HIC and the COUNTY
- Provide a consistent look and feel for related applications under development
- Provide ongoing monitoring of system efficiency and effectiveness and correct deficiencies in a prompt manner
- Provide resources to design, create, test, and implement the service
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Provide services as specified in the SOW
- Ensure website accessibility compliance per the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. Accessibility of content added by the COUNTY post-production launch is at the responsibility of the COUNTY.
- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If HIC substantially fails to perform the SOW, COUNTY will give HIC written notice describing such failure. Thereafter, HIC shall have 10 days (or a longer period of time if set forth in the written notice) to remediate such failure. If HIC has not remediated such failure within the allotted time period, COUNTY may terminate this SOW.

Pursuant to section 9.16.2 of the CONTRACT, substantial failure of HIC to perform the SOW may cause the COUNTY to terminate the SOW. In this event, the COUNTY may require HIC to reimburse the monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

MODIFICATIONS AND AMENDMENTS

This SOW may be modified, amended or extended only by mutual agreement signed by both parties.

STAKEHOLDERS

City and County of Honolulu

Office of the City Clerk, Elections Division

530 South King Street, #100

Honolulu, HI 96813

Hawaii Information Consortium, LLC

201 Merchant Street Suite #1805

Honolulu, HI 96813

CHAIN OF COMMAND

COUNTY

Executive Sponsor, Glen Takahashi, City Clerk

Project Sponsor, Rex Quidilla, Assistant Administrator, Elections Division

HIC

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Julie Shoheit, Partner Liaison

SIGN OFF

I, the undersigned, have the authority to make binding decisions and have the authority to sign on behalf of my respective agency/department regarding projects in collaboration with HIC.

Date: Mar 6, 2020

Glen Takahashi, City Clerk
Glen Takahashi, City Clerk (Mar 6, 2020)

Glen Takahashi
City Clerk
City and County of Honolulu

Date: Mar 6, 2020

Bertrand Ramos
Bertrand Ramos (Mar 6, 2020)

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: Mar 6, 2020

ACCESS HAWAII COMMITTEE

Douglas Murdock
Douglas Murdock (Mar 6, 2020)

By: Douglas Murdock *KB*
Chief Information Officer
Office of Enterprise Technology Services
State of Hawaii

EXHIBIT A

SOW-CCHNL-OCC-OnlineBallotRequestSystem

County Agency: City & County of Honolulu, Office of City Clerk

Agency Contact: Rex Quidilla

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Agency Address: Honolulu Hale, 530 S. King Street #100, Honolulu, HI 96813

Agency Phone: (808) 768-3806

HIC PM: Julie Shohet

HIC PM Email: Jshohet@egov.com

HIC PM Phone: (808) 687-6136

Application Name: Online Ballot Request System

Business Model: Fixed Rate

Estimated Deployment Date: July 8, 2020

SCOPE OF WORK AND DELIVERABLES

Scope:

Phase I: Create a system that allows registered City and County of Honolulu voters who have a problem with their mail in ballot to request a new one from the Office of the City Clerk.

The System will have the following:

- Public Facing Web Component that allows voters to submit information to request a mail in ballot, that confirms email validity, and that identifies the ballot delivery method to the submitter
- Administrative Web Component that allows staff to review and respond to requests via email, that generates automatic acknowledgment of receipt of the request, and that allows sorting and filtering on submissions

Delivery:

The COUNTY shall have fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the COUNTY notifies HIC of material, non-compliance with the functional specifications, HIC shall correct the same within fifteen (15) working days, unless the COUNTY consents in writing to a longer period of time.

Milestone Schedule							
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	Total	Payment Schedule (includes GET)
TBD	Signed Statement of Work	Signed SOW	N/A	N/A	N/A	N/A	N/A
Kickoff Meeting	Determine Start of Project Work	Work Plan with dates for each deliverable presented					
2 weeks after kickoff meeting	Design wireframes	Design wireframes (Key page flow)	Designer	4	\$60	\$240	
			PM	8	\$80	\$640	
15 working days after design wireframes completed	Approval to proceed	Sign off					
7 weeks after design prototype approved	Beta deployment	Website deployed in TEST environment	Developer	100	\$80	\$8,000	
			PM/QA	52	\$80	\$4,160	
			Sys Admin	1	\$100	\$100	
Upon website deployment in test environment	Approval to proceed	Sign off					20% payment (\$3,886.91)
1 week after site deployed to TEST	Testing, training & review	1 training session for personnel	Developer	20	\$80	\$1,600	
			PM/QA	40	\$80	\$3,200	
			Sys Admin	1	\$100	\$100	
15 working days after deployment of website in test environment	Approval to proceed	Sign off					20% payment (\$3,886.91)
3 days after testing approval	Website live	Website deployed in PROD environment	Developer	2	\$80	\$160	
			PM	2	\$80	\$160	
			Sys Admin	2	\$100	\$200	

Upon website deployment in PROD environment	Approval to proceed	Sign off				20% payment (\$3,886.91)
N/A	Post Launch	Final invoice sent 90-days post launch				40% payment (\$7,773.82)
			Work Totals	232		\$18,560.00
						\$19434.55

NOTES:

The Access Hawaii Committee, which needs to approve the SOW, meets once per quarter. This may affect the approval date and the start of the project.

Work Plan/Deliverables:

HIC is to provide a detailed description of all the tasks that are to be completed to accomplish each of the deliverables in the table above. This will serve as a road map for the project.

The following is the work plan determined at the time of SOW creation. An updated work plan will be provided to the COUNTY within 2 days after project kickoff meeting.

Wireframes (March 6 – March 26, 2020)

- Kickoff Meeting (March 6 – March 11)
- Design wireframes (March 12 – March 18)
- Review wireframes internally (March 19 – March 23)
- Review wireframes with COUNTY (March 24 – March 25)
- Obtain COUNTY signoff on wireframes (March 27 – April 2 or 15 workdays)

Development and TEST Deployment (April 3 - May 27, 2020)

- Code the application (April 3 – May 22)
- Deployment to TEST environment - (May 26 – May 27)

Testing, Training, and Launch (May 28 – July 8, 2020)

- HIC application testing (May 28 – June 4)
- Application review and training with COUNTY staff (June 5 – June 9)
- COUNTY application testing (June 10 – June 17)

- Bug fixes Round 1 (June 18 – June 22)
- COUNTY application testing – test fixes (June 23 – June 26)
- Bug fixes Round 2 and final COUNTY testing & approval (June 29 – July 2)
- Production prep (July 6 – July 7)
- Deployment to production environment (July 8)

HIC shall, at the commencement of project discussions, also identify and define all dependencies that may occur for each stage of the project and present those dependencies in writing, as part of this section, prior to signing of the SOW.

FEES

Include total cost (including general excise tax) and breakdown of all other fees (i.e. development, hosting, maintenance and support, transaction and other fees).

1. Development Fees: \$19,434.55
2. Hosting Fees: \$600.00
3. Maintenance and Support Fees: \$0.00 (Customer Service will be provided by COUNTY)
4. Transaction Fees: \$0.00
5. Other Fees: \$0.00

INVOICE AND PAYMENT SCHEDULE

The total not-to-exceed cost for this project is \$19,434.55 and will be invoiced and paid 30-days after invoice is received according to the following schedule:

Invoice Schedule				
Date	Deliverable	Price	GE Tax	Total
May 26, 2020	Payment upon deployment of functional test system and COUNTY acceptance	\$3,712.00	\$174.91	\$3,886.91 (20%)
July 2, 2020	Payment upon completion of testing and COUNTY acceptance	\$3,712.00	\$174.91	\$3,886.91 (20%)
July 9, 2020	Payment after acceptance letter signed by COUNTY and submittal of application for launch to production environment	\$3,712.00	\$174.91	\$3,886.91 (20%)
October 6, 2020	Payment at end of 90-day warranty period	\$7,424.00	\$349.82	\$7,773.82 (40%)
	TOTAL	\$18,560.00	\$874.55	\$19,434.55

ADDITIONAL RESPONSIBILITIES OF COUNTY

N/A

ADDITIONAL RESPONSIBILITIES OF HIC

N/A

CHECKLIST OF SERVICES HIC WILL PROVIDE

Idea Development

- Analysis of existing processes, workflows and systems
- Roadmap creation
- Workflow process re-engineering
- Alternative solution exploration

Customer Service

- Customer service via phone, web chat, and email during state business hours
- Monthly customer service statistics
- Technical support for users

Strategic Marketing

- Business cards and postcards
- Email and text notifications and reminders
- Posters and multimedia presentations
- Content modifications for online and offline collateral
- Social media integration

Project Management

- Agile process and experienced project teams
- Requirements collection and development
- Workflow reengineering
- Solution estimating
- Alternative approach planning and development

Web Design and Development

- Accessibility and 508 compliance
- 24/7 customer service support
- Java application development
- Mobile applications (Android and iOS)
- Responsive web design
- User feedback data pipelines
- User centered design
- User experience, user interface, and visual design
- Web Content Management Systems

3rd Party Merchant Processing

- Level-3 PCI DSS compliance
- Secure configuration with external PCI scans
- Credit card and electronic check payments
- ACH and manual disbursements
- Chargeback and refund support
- Collection and frontline customer support for all payments
- Reporting modules