

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

May 14, 2014

ADDENDUM K

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The State of Hawaii hereby requests the submission of Best and Final Offers. Said offers must be received by May 21, 2014 at 4:30 p.m. HST. Vendors are permitted to submit their Best and Final Offer by email to david.j.rosenbrock@hawaii.gov.

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

May 1, 2014

ADDENDUM J

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The RFP is hereby amended to explicitly require that any new system support absentee walk and election day registration.

On April 29, 2014, the Hawaii State Legislature passed HB 2590 HD 1 SD 2 CD 1. The link at the bottom of this addendum will take you to the bill. The bill will be transmitted to the Governor for appropriate action. In essence, the bill provides for the ability of individuals to register at absentee walk sites, beginning in 2016, and in 2018 applicants will be able to utilize election day registration at polling places.

As absentee walk registration and election day registration are a possibility, if the bill becomes law, and if not, it may be a possibility in the future, vendors are asked to confirm by May 2, 2014 that their proposals support absentee walk and election day registration.

http://capitol.hawaii.gov/measure_indiv.aspx?billtype=HB&billnumber=2590&year=2014

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

April 30, 2014

ADDENDUM I

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The in-person discussions will be with Procurement Officer David J. Rosenbrock during the week of May 5, 2014. Discussions will occur in the City Clerk's Conference Room. The address for the Office of the City Clerk is 530 S. King St, Room 100, Honolulu, Hawaii 96813. Vendors have been informed of the specific time for their in-person discussions with the procurement officer.

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

April 27, 2014

ADDENDUM H

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

To the extent necessary, to promote clarity and understanding of an Offeror's proposal, any clarifications to the exceptions part of its proposal should be made by May 1, 2014.

As noted in Section 4.030 Format and Content, Part 8 of an Offeror's proposal shall contain any exceptions that an Offeror has "to the terms, conditions, specifications, or other requirements listed [in the RFP]." If there are exceptions, then the 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." RFP at 18-20 (Exceptions).

In other words, for purposes of clarity, an Offeror should have all exceptions stated in the exceptions part of its proposal. Statements that may exist throughout an Offeror's proposal will not be considered to constitute an exception or any such possible exception will be deemed waived by the Offeror, if there are no corresponding statements made in the exceptions part of the proposal. Ultimately, an Offeror is understood to have agreed to comply with all terms, conditions, specifications, and other requirements listed in the RFP, unless a formal exception is stated in the exceptions part of the RFP. "The decision to accept or reject any exceptions taken shall be at the discretion of the State and its decision shall be final." *Id.*

For example, Appendix C – Specifications 029 through 038 diagrams some of the primary process flows reflecting the current practices for the voter registration officials in the State of Hawaii. The proposals should have addressed whether the

Offeror's proposed solution matched the State's process flow diagram identically or if the proposed solution deviated from the State's process flow diagram.

If the proposed solution deviated from the State's process flow then a statement should be made in the exceptions part of the proposals describing the deviation and explaining why it is a better solution or why the State should accept the deviation. Similarly, the Offeror could state in the exceptions part of its proposal whether modifying the proposed solution to match the State's process follow, instead of granting the exceptions requested by the Offeror, would change the price of the contract and if so then by how much.

This level of detail applies to the entirety of Appendix C where undisclosed deviations may not be discovered by the State until the implementation phase. The Offeror has a duty and responsibility to raise these deviations explicitly as exceptions in its proposal.

In addition to Appendix C, this same process would apply to any other aspect of the RFP, such as Section Three – Specifications and Requirements, which includes the various appendices, and Section Six – Special Provisions, which includes various special provisions, such as Section 6.010 General Terms and Conditions and Section 6.190 Payment.

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

April 25, 2014

ADDENDUM G

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

Addendum F noted that the State of Hawaii has elected to permit on-site discussions on Oahu with vendors, in addition to the other forms of discussion permitted in the RFP. These on-site discussions are not mandatory and vendors can still utilize the other means of discussions permitted by the RFP, in addition to on-site discussions.

The dates for the on-site discussions are hereby amended to reflect May 5, 2014 through May 9, 2014. Vendors should contact Mr. David J. Rosenbrock at david.rosenbrock@hawaii.gov by 4:30 p.m. HST on April 28, 2014 to confirm their attendance. Vendors are able to suggest specific dates or times that fit their schedule. However, the State will make the final determination as to when in-person discussions will occur. Each vendor will be informed of the specific date, time, and location for its on-site discussions by April 30, 2014. All vendors are solely responsible for their own transportation costs and related expenses.

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

April 24, 2014

ADDENDUM F

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

As noted in the RFP, discussions will occur through May 14, 2014. The State of Hawaii has elected to include on-site discussions on Oahu with vendors on May 5, 2014 and May 6, 2014. Given this, vendors should contact Mr. David J. Rosenbrock at david.rosenbrock@hawaii.gov by 4:30 p.m. HST on April 28, 2014 to confirm their attendance. Vendors are not able to choose specific dates or times. Each vendor will be informed of the specific date, time, and location for its on-site discussions by April 29, 2014. All vendors are solely responsible for their own transportation costs and related expenses.

In order to promote understanding of the vendors' proposals, the following attached cost worksheets Appendix C - Specifications 058 through 085 hereby replace the previous Appendix C - Specifications 058 through 063 worksheets. These cost worksheets should be submitted by April 30, 2014.

APPENDIX C WORKSHEETS RELATED TO COST ANALYSIS

As noted in the Offer Form (OF-2), the grand total for the proposal price is composed of the prices for the statewide voter registration system, online voter registration system, and election management system. Part and parcel of the proposal price are maintenance costs related to these systems through December 31, 2020. In terms of scoring price, the grand total price will be used for calculation purposes. The optional extensions related to maintenance costs will not be factored into the scoring for price.

The worksheets have been revised to clarify the costs associated with this project. There are four categories of worksheets. The first set deals with information used to calculate the "Grand Total" price in the Offer Form (OF-2). The Grand Total price is used for scoring price (i.e. maximum of 40 points). The second set addresses the five options to extend. The third addresses deployment costs. The fourth addresses ongoing costs. The second, third, and fourth category of worksheets while not used for scoring price, are factored into the criteria of the technical capability and solution approach (i.e. maximum of 60 points).

FIRST SET OF WORKSHEETS USED FOR CALCULATING GRAND TOTAL FOR OFFER FORM (OF-2)

In filling out the worksheets for the voter registration system, online voter registration system, and election management system, vendors should keep in mind the following:

1. The first worksheet is the labor worksheet, which is to reflect the amount of hours that will be performed by your staff and the staff cost for addressing the requirements of the system. The breakdown should consist of the staff position, the amount of hours performed by that position, the hourly rate, and the resulting project expense. To the extent the offeror is utilizing a subcontractor to perform certain services then the corresponding position, hourly rate, number of hours, and project expenses should be reflected in this worksheet. This worksheet allows the State to be able to objectively review the specific resources and costs that are assigned to the project.
2. The second worksheet is the categorization of labor costs worksheet, which is meant to categorize the amount of hours and costs stated in the first worksheet. This allows the State to be able to objectively review costs associated with different aspects of the development and implementation of the system.
3. The third worksheet is the third-party vendor worksheet, which should reflect hardware or similar items that are not performed directly either by you, your representatives, or subcontractor.

4. The fourth worksheet is related to the maintenance of the system through December 31, 2020. The offeror should state the cost of maintenance of the system from the date the system goes live to December 31, 2020. The offeror should indicate on the worksheet when the system is expected to go live, which would serve as the starting date for the calculation of maintenance through December 31, 2020.

5. The fifth worksheet involves simply stating the costs in the previous four worksheets and adding them up for a total related to that system. This total would then be transferred to the Offer Form (OF-2). As there are three systems and five worksheets per system, there should be a total of 15 worksheets. After the total for all three systems are transferred to the Offer Form (OF-2), they are totaled together to result in the Grand Total.

SECOND SET OF WORKSHEETS USED FOR CALCULATING OPTIONS TO EXTEND FOR OFFER FORM (OF-2)

The Offer Form (OF-2) includes five options to extend for twenty four month periods for maintenance, upgrades, and related services. These options to extend do not factor into the score given for price. Instead, these options to extend are relevant to the criteria of the technical capability and solution approach. For purposes of clarity the worksheets for annual expenses are broken down by individual years (i.e. 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, and 2030). In filling out the Offer Form (OF-2) for each two year extension, the offeror would add the relevant two years together from the worksheet and include it as the price for the two year extension in the OF-2. To the extent, the costs associated with maintenance after January 1, 2020 are not consistent with the calculations used in the previous worksheets regarding maintenance of the system through December 31, 2020, the offeror should use the comments section to explain the reasons for the inconsistency.

THIRD SET OF WORKSHEETS RELATED TO DEPLOYMENT

As noted in Answer 13 in Addendum C and Changes to the RFP No. 2 in Addendum C, the offeror is expected to explain in its proposal what type of deployment software and related deployment costs its envision as necessary. Given that the RFP references a state hosted model and a cloud hosted model, Appendix C-Specifications 021-022, separate worksheets should be filled out for each deployment model. The focus of these worksheets should be on initial costs. Later worksheets will discuss ongoing costs.

FOURTH SET OF WORKSHEETS RELATED TO ONGOING COSTS AFTER DEPLOYMENT

It is important to understand the ongoing costs of the proposed solution, in order to assess its appropriateness for the State of Hawaii. Given this, there is a worksheet for the state hosted model and the cloud hosted model.

FIRST SET OF WORKSHEETS USED FOR CALCULATING GRAND TOTAL FOR OFFER FORM (OF-2)

In filling out the worksheets for the voter registration system, online voter registration system, and election management system, vendors should keep in mind the following:

1. The first worksheet is the labor worksheet, which is to reflect the amount of hours that will be performed by your staff and the staff cost for addressing the requirements of the system. The breakdown should consist of the staff position, the amount of hours performed by that position, the hourly rate, and the resulting project expense. To the extent the offeror is utilizing a subcontractor to perform certain services then the corresponding position, hourly rate, number of hours, and project expenses should be reflected in this worksheet. This worksheet allows the State to be able to objectively review the specific resources and costs that are assigned to the project.
2. The second worksheet is the categorization of labor costs worksheet, which is meant to categorize the amount of hours and costs stated in the first worksheet. This allows the State to be able to objectively review costs associated with different aspects of the development and implementation of the system.
3. The third worksheet is the third-party vendor worksheet, which should reflect hardware or similar items that are not performed directly either by you or your representatives.
4. The fourth worksheet is related to the maintenance of the system through December 31, 2020. The offeror should state what the cost is of the maintenance of the system from the date the system goes live to December 31, 2020. The offeror should indicate on the worksheet when the system is expected to go live, which would serve as the starting date for the calculation of maintenance through December 31, 2020.
5. The fifth worksheet involves simply stating the costs in the previous four worksheets and adding them up for a total related to that system. This total would then be transferred to the Offer Form (OF-2). As there are three systems and five worksheets per system, there should be a total of 15 worksheets. After the total for all three systems are transferred to the Offer Form (OF-2), they are totaled together to result in the Grand Total.

**COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM
LABOR COSTS**

Staff Position	Hourly Rate	Number of Hours	Project Expense	Comments
Architect				
Business Analyst/Funct. Lead				
Comm./Network Specialist				
Database Administrator				
Database Designer				
Hardware Specialist				
Executive Director				
Project Manager				
Programmer I				
Programmer II				
Programmer III				
Quality Assurance Engineer I				
Quality Assurance Engineer II				
Security Systems Engineer				
Source Code/Build Manager				
Systems Administrator				
Technical Writer				
Test Engineer I				
Test Engineer II				
Test Engineer III				
Training Specialist I				
Training Specialist II				
Web/User Interface Designer				
Other (specify)				
Total Hours & Expense		_____ hours	\$ _____	

**COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM
CATEGORIZATION OF LABOR COSTS**

DESCRIPTION	Number of Hours	Project Expense	Comments
Project Management and Planning			
Requirements Definition			
Design Specifications			
Development			
Data Conversion and Migration			
System Security Design			
Prototype User Interface			
Test Plan and Scripts			
System Test			
Load and Stress Test			
Functional Test			
Acceptance Testing			
User Training			
Maintenance and Operations			
Software Tools			
Disaster Recovery			
Deployment			
Transition to Production			
Other (specify)			
Total Hours & Expense	_____ hours	\$ _____	

COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM
SUMMARY OF COSTS

DESCRIPTION	Project Expense	Comments
Labor to Deliver System		
Non-labor costs to Deliver System		
Maintenance of the System Costs through December 31, 2020 after System is Delivered and Operational		
Total for Inclusion on Offer Form (OF-2)	\$ _____	

**COST ANALYSIS: ONLINE VOTER REGISTRATION SYSTEM
LABOR COSTS**

Staff Position	Hourly Rate	Number of Hours	Project Expense	Comments
Architect				
Business Analyst/Funct. Lead				
Comm./Network Specialist				
Database Administrator				
Database Designer				
Hardware Specialist				
Executive Director				
Project Manager				
Programmer I				
Programmer II				
Programmer III				
Quality Assurance Engineer I				
Quality Assurance Engineer II				
Security Systems Engineer				
Source Code/Build Manager				
Systems Administrator				
Technical Writer				
Test Engineer I				
Test Engineer II				
Test Engineer III				
Training Specialist I				
Training Specialist II				
Web/User Interface Designer				
Other (specify)				
Total Hours & Expense		_____ hours	\$ _____	

**COST ANALYSIS: ONLINE VOTER REGISTRATION SYSTEM
CATEGORIZATION OF LABOR COSTS**

DESCRIPTION	Number of Hours	Project Expense	Comments
Project Management and Planning			
Requirements Definition			
Design Specifications			
Development			
Data Conversion and Migration			
System Security Design			
Prototype User Interface			
Test Plan and Scripts			
System Test			
Load and Stress Test			
Functional Test			
Acceptance Testing			
User Training			
Maintenance and Operations			
Software Tools			
Disaster Recovery			
Deployment			
Transition to Production			
Other (specify)			
Total Hours & Expense	_____ hours	\$ _____	

COST ANALYSIS: ONLINE VOTER REGISTRATION SYSTEM
SUMMARY OF COSTS

DESCRIPTION	Project Expense	Comments
Labor to Deliver System		
Non-labor costs to Deliver System		
Maintenance of the System Costs through December 31, 2020 after System is Delivered and Operational		
Total for Inclusion on Offer Form (OF-2)	\$ _____	

**COST ANALYSIS: ELECTION MANAGEMENT SYSTEM
LABOR COSTS**

Staff Position	Hourly Rate	Number of Hours	Project Expense	Comments
Architect				
Business Analyst/Funct. Lead				
Comm./Network Specialist				
Database Administrator				
Database Designer				
Hardware Specialist				
Executive Director				
Project Manager				
Programmer I				
Programmer II				
Programmer III				
Quality Assurance Engineer I				
Quality Assurance Engineer II				
Security Systems Engineer				
Source Code/Build Manager				
Systems Administrator				
Technical Writer				
Test Engineer I				
Test Engineer II				
Test Engineer III				
Training Specialist I				
Training Specialist II				
Web/User Interface Designer				
Other (specify)				
Total Hours & Expense		_____ hours	\$ _____	

**COST ANALYSIS: ELECTION MANAGEMENT SYSTEM
CATEGORIZATION OF LABOR COSTS**

DESCRIPTION	Number of Hours	Project Expense	Comments
Project Management and Planning			
Requirements Definition			
Design Specifications			
Development			
Data Conversion and Migration			
System Security Design			
Prototype User Interface			
Test Plan and Scripts			
System Test			
Load and Stress Test			
Functional Test			
Acceptance Testing			
User Training			
Maintenance and Operations			
Software Tools			
Disaster Recovery			
Deployment			
Transition to Production			
Other (specify)			
Total Hours & Expense	_____ hours	\$ _____	

**COST ANALYSIS: ELECTION MANAGEMENT SYSTEM
SUMMARY OF COSTS**

DESCRIPTION	Project Expense	Comments
Laborto Deliver System		
Non-labor costs to Deliver System		
Maintenance of the System Costs through December 31, 2020 after System is Delivered and Operational		
Total for Inclusion on Offer Form (OF-2)	\$ _____	

SECOND SET OF WORKSHEETS USED FOR CALCULATING OPTIONS TO EXTEND FOR OFFER FORM (OF-2)

The Offer Form (OF-2) includes five options to extend for twenty four month periods for maintenance, upgrades, and related services. These options to extend do not factor into the score given for price. Instead, these options to extend may be relevant to the criteria of the technical capability and solution approach. For purposes of clarity the worksheets for annual expenses are broken down by individual years (i.e. 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, and 2030). In filling out the Offer Form (OF-2) for each two year extension, the offeror would add the relevant two years together from the worksheet and include it as the price for the two year extension in the OF-2. To the extent, the costs associated with maintenance after January 1, 2020 are not consistent with the calculations used in the previous worksheets regarding maintenance of the system through December 31, 2020, the offeror should use the comments section to explain the reasons for the inconsistency.

COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION SYSTEM, AND
ELECTION MANAGEMENT SYSTEM
MAINTENANCE OF THE SYSTEMS FROM JANUARY 1, 2021

ANNUAL EXPENSE: STATEWIDE VOTER REGISTRATION SYSTEM			
Year	Operations, User Support, System Admin	Software Maintenance	Comments
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			

ANNUAL EXPENSE: ONLINE VOTER REGISTRATION SYSTEM

Year	Operations, User Support, System Admin	Software Maintenance	Comments
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			

ANNUAL EXPENSE: ELECTION MANAGEMENT SYSTEM			
Year	Operations, User Support, System Admin	Software Maintenance	Comments
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			

THIRD SET OF WORKSHEETS RELATED TO DEPLOYMENT

As noted in Answer 13 in Addendum C and Changes to the RFP No. 2 in Addendum C, the offeror is expected to explain in its proposal what type of deployment software and related deployment costs its envision as necessary. Given that the RFP references a state hosted model and a cloud hosted model, Appendix C-Specifications 021-022, separate worksheets should be filled out for each deployment model. The focus of these worksheets should be on initial costs. Later worksheets will discuss ongoing costs.

COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION SYSTEM, AND
ELECTION MANAGEMENT SYSTEM
INITIAL STATE HOSTED MODEL COSTS

DESCRIPTION	Project Expense	Comments
Third Party Software (Specify)		
Hardware (Specify)		
Other (Specify)		
Staff (Specify)		
Total Project Expense	\$ _____	

FOURTH SET OF WORKSHEETS RELATED TO ONGOING COSTS AFTER DEPLOYMENT

It is important to understand the ongoing costs of the proposed solution, in order to assess its appropriateness for the State of Hawaii. Given this, there is a worksheet for the state hosted model and the cloud hosted model.

**COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION SYSTEM, AND
 ELECTION MANAGEMENT SYSTEM
 ONGOING COSTS AFTER DEPLOYMENT
 STATE HOSTED MODEL**

DESCRIPTION	Project Expense	Comments
Third Party Software (Specify)		
Hardware (Specify)		
Other (Specify)		
Staff (Specify)		
Annual Expense	\$ _____	

**COST ANALYSIS: STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION SYSTEM, AND
 ELECTION MANAGEMENT SYSTEM
 ONGOING COSTS AFTER DEPLOYMENT
 CLOUD HOSTED MODEL**

DESCRIPTION	Project Expense	Comments
Third Party Software (Specify)		
Hardware (Specify)		
Other (Specify)		
Staff (Specify)		
Cloud Hosting Service (Specify)		
Annual Expense	\$ _____	

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

April 3, 2014

ADDENDUM E

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The following changes are hereby made to Section 1.050 Significant Dates of the RFP. Material that is repealed is bracketed and stricken. New material is underscored.

The changes note that proposal evaluation will occur between April 4, 2014 and April 18, 2014. Discussions and/or demonstrations will occur between April 19, 2014 and May 14, 2014. If on-site demonstrations are deemed necessary, they will occur on Oahu between May 5, 2014 and May 9, 2014. Best and Final Offers will be due on May 21, 2014 at 4:30 p.m. Award of Contract will occur by May 28, 2014. The Notice to Proceed will be issued by June 1, 2014.

1.050 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	March 4, 2014
Deadline for Questions for Pre-proposal Conference	March 10, 2014
Pre-proposal Conference	March 17, 2014 at 1:00 p.m. (HST)
Deadline for Written Questions	March 20, 2014
Addendum for Responses to Inquiries Received	March 27, 2014
Proposals Due and Opened	April 4, 2014 at 10:00 a.m (HST)
Proposal Evaluation	[April 4-11, 2014] <u>April 4-18, 2014</u>
Demonstrations and/or Discussions, if necessary	[April 12-25, 2014] <u>April 19, 2014 – May 14, 2014</u>
<u>On-Site Demonstrations, if necessary</u>	<u>May 5, 2014 - May 9, 2014</u>
Best and Final Offers Due	[April 28, 2014] <u>May 21, 2014</u> at [10:00 a.m] <u>4:30 p.m.</u> (HST)
Award of Contract	[May 2, 2014] <u>May 28, 2014</u>
Issuance of Notice to Proceed	June 1, 2014

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

March 26, 2014

ADDENDUM D

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

I. RESPONSES TO QUESTIONS

The following questions and answers are hereby incorporated into the RFP. All prior questions and answers noted in previous addenda are also incorporated into the RFP.

Question 1: Does the State expect the proponent to provide a Help Desk Call Center to give 1st level support to citizens that use the Online Voter Registration System?

Answer 1: No.

Question 2: Does the State expect the proponent to provide a Help Desk Call Center to give 1st/2nd level support to internal State and County users?

Answer 2: Second level support.

Question 3: As it relates to Section 4.030, it refers, in part, to a partnership, joint venture, or a combination of companies and that each individual company is to provide the last two (2) annual financial statements. Can the state clarify if financial statements of subcontracted companies should be provided?

Answer 3: The term "combination of companies" is meant to refer to any situation in which more than one company comes together to act as an Offeror. By

Offeror, we are referring to the signatory or signatories of the contract who will be legally obligated under the contract to perform and otherwise meet the obligations of the contract. To the extent a company is a “subcontractor” in that it is not a signatory to the contract and is not legally obligated directly to the State to perform under the contract, its financials are not required.

Question 4: As it relates to Appendix C – Specifications 004, searching by sensitive data such as SSN and license number can be impacted by encryption of these items. Which is regarded as more important to OOE, encryption for security or speed of retrieval?

Answer 4: If the vendor proposes encrypted SSN for protection of data, it is acceptable that the last four digits of the SSN be saved as an unencrypted field for speed of searching.

Question 5: As it relates to Appendix C – Specifications 026, can the State provide more detail about how the connection to DMV’s network will be established? (network protocol, format of data exchange)

Answer 5: Current interface to the DMV application is 3270 emulation screen scraping. This year, the Department of Information Technology for the City and County of Honolulu plans to start developing web service interfaces. Network protocol will be SSL over TCP/IP. Data exchange format will be XML.

Question 6: Appendix C Specifications 055 - The EMS shall provide the ability to define the primary accounts for payroll liabilities and payroll expenses. The assumption is that Hawaii has an external accounting system and the New System will provide a file-based interface feeding data to the accounting system. Is this a correct assumption?

Answer 6: Yes, correct.

Question 7: Appendix C Specification 003 - Public users can use the online voter registration system to: 1) enter an online affidavit to register or re-register for voting in Hawaii (new, legislated); 2) Verify their voter registration status (currently can verify before an election); 3) Determine their district / precinct / polling location for an upcoming election (current feature); 4) Register as a permanent absentee voter; 5) Request an Absentee Ballot; or 6) Determine the status of an absentee ballot.

Online Registration in Appendix C – Specifications 003 appears to contradict some of what is stated in Appendix C – Specifications 039-042. Specifically, Specifications 003 state that the system can be used to request an absentee ballot and determine the status of an absentee ballot. Specification 039 says that the system is NOT intended to be used to request an absentee ballot.

Since Appendix C - Specifications 039 -042 are the functional requirements for the Online Voter Registration System (OLVRS), could Appendix C - Specifications 003 be changed to refer to Appendix C - Specifications 039-042?

Answer 7: HRS § 11-15 provides that "[a]n application to register to vote shall include a space to request a permanent absentee ballot." Emphasis added. Further, HRS § 11-15.5 provides that an application to register to vote can be submitted electronically. As an application to register to vote can include a request for a permanent absentee ballot, then the electronic version of that same application to register to vote, must include the ability to request a permanent absentee ballot.

However, if an individual is not seeking to update or reconfirm their voter registration information and sign up for a permanent absentee ballot, but instead is seeking only to apply for a "seasonal" absentee ballot, then the OLVRS is not currently required to accommodate such a request. The seasonal request typically is submitted through a written application. HRS §15-4. To the extent the administrative processing of seasonal application changes, the system should be capable of receiving "seasonal" applications. That feature could then be turned on if administratively it is determined that it wishes to use this feature.

A "seasonal" absentee ballot request is a one time request for an absentee ballot to be mailed to a particular address for the Primary Election and/or General Election in a particular year. After that election, the person reverts to being a regular registered voter who is not signed up for an absentee ballot in any subsequent election (i.e. if the voter wants to get an absentee ballot in the future, they would need to apply again for a seasonal absentee ballot or sign up for permanent absentee ballot status).

Question 8: Appendix C Specifications 004 - Disqualification Checks – Component will perform checks of voter registration records, in real-time or offline, to detect voters who are deceased, incarcerated felons, or mentally incompetent.

Where does the information used to perform this check reside? Will files be received from other agencies containing this information (files from courts, files from Hawaii Department of Health, etc.)? How many agencies will be sending files? For real-time checks will web service(s) be made available to the New System?

Answer 8: Data files will be received from agencies. There are no web services currently. For the purpose of the RFP response, the vendor should plan on disqualification checks for deceased, incarcerated felons and mentally incompetent voter to be performed manually from printed reports. It is recommended the vendor include a discussion of how these processes could be automated in future if the volume of disqualifications increases.

Question 9: Appendix C Specifications 004 - Each Voter Registration Record will include a variety of items. Among these items is residence address, which may be a valid street address or a location description. Could you provide an example of a residence address that is a "location description?"

Answer 9: County Road 32, under the south side of overpass 68.

Question 10: As it relates to Appendix C – Specifications 007, will addresses that are "location descriptions" be included in the Street Index?

Answer 10: Yes, but the system can provide location names unique references. For example, County Road 32, under the south side of overpass 68, can be given a reference manually entered by a user, such as CR32.OP68.S, and this would be a valid location in the street index.

Question 11: Appendix C Specifications 010 - Voting credit from pollbooks are to be extracted using document imaging in an automated manner. Does the current system utilize a document imaging solution to extract pollbook voting information? If so, can this same solution be used for the new system? If not, is the Offeror to include costs related to scanning and mapping hardware and software?

Answer 11: No, the current system does not utilize a document imaging solution. Yes, the Offeror is to include proposed functionality and related cost for the output of formatted pollbooks that can be scanned by a third-party system to extract voting credit and specify the data file format to input the voting credit into the proposed SVRS. The vendor is not required to include scanning hardware and software in the proposed solution but must demonstrate that third-party scanning solution can be integrated seamlessly. In general, the new system is expected to be able to import

single or batches of properly indexed image files created by third-party scanning systems to support signature and/or other voter registration and election management document image files for storage and retention.

Question 12: Appendix C Specifications 026-028 - For the two voter identity verification interfaces, the SVRS/DMV interface will implement a software-based terminal emulation or similar service that will connect to the existing DMV network as a new, credentialed node on the network. This persistent connection will provide real-time, two-way communication of data between SVRS and the DMV/SSA systems. Is the reason for specifying terminal emulation to avoid modification of the DMV system? As an alternative, is the DMV system capable of providing a web service? If so, would the State of Hawaii consider a web service?

Answer 12: See answer to Question 5.

Question 13: Appendix C Specifications 026-028 - For the voter signature interface, the (likely) interface between the SVRS and the DMV signature capture and storage system will be through a Virtual Private Network (VPN) service provided by the SVRS. Retrieval of signatures can be performed off-line and does not need to be real-time. The detail of the interface will be negotiated between the SOH and the third-party vendor, with the assistance/support of the DMV.

Could the signature capture and storage system vendor provide a web service?

Answer 13: Unknown at this time. If so, it would need to be negotiated with the 3rd party vendor. The Offeror should plan on implementing the interface as outlined. However, the Offeror can provide additional pricing if the 3rd party vendor were to provide a web service.

Question 14: Appendix C Specifications 026-028 - The SVRS will receive data returned from the DMV system in its resident format and will be responsible for parsing the DMV data to be used for the voter registration function.

What is the resident DMV format of returned data (e.g. flat file with fixed length records, XML, etc.)?

Answer 14: Data exchange format will be XML.

Question 15: Appendix C Specifications 026-028 - The voter signature interface will provide a corresponding signature retrieval dataflow between SVRS and

the DMV signature capture and storage system. Completed, On-Line registrations populate a record request queue that will be submitted to the signature storage system according to the future agreement between the SOE and the third-party vendor.

Once retrieved, will signatures be stored as part of voter information in the SVRS database?

Answer 15: Yes.

Question 16: Appendix C Specifications 023-025 - The City and County of Honolulu (CCH) will generate sample export files for each segment of the database and provide the vendor with the samples. The vendor will develop a method for validating and converting the exported files and importing them into the new database.

Could you provide some indication of the volume of data to be migrated? How many years of voting history will be migrated (all, 10 years, etc.)? Will the files provided be in ASCII or EBCDIC format?

Answer 16: Thirteen segments of the database including the street database, about 1 gigabyte of data. Each segment is made up to data related to particular function of voter registration functions. The current system contains up to 30 years of voter registration audit trail history but not all history data is required to be converted. The OOE and vendor will analyze the voter history audit trail history data and determine the specific elements that need to be migrated. The exported file will be provided in ASCII format.

Question 17: Appendix C Specifications 023-025 - Image data that is associated with the existing data will be migrated to the new database.

What is the image format of the images data stored in the current system?

Answer 17: PDF, JPG, and TIFF.

Question 18: Appendix C Specifications 023-025 -The existing election management data is stored in an MS Access database and the schema and data dictionary (i.e., explanation of purpose and values of data fields) will be provided to the vendor.

Could you provide some indication of the volume of data to be migrated?

Answer 18: Data would be less than 1 gigabyte.

Question 19: Appendix C Specifications 018 - For an initial approach the Voter Registration Rules Engine may be implemented directly in the application code. If the rules are implemented directly in the application code, a well-defined, documented rules management process must accompany the system release. For a more robust and flexible system, a rules engine (product) may be implemented.

Please clarify this statement - "If the rules are implemented directly in the application code, a well-defined, documented rules management process must accompany the system release."

Answer 19: If the proposed solution embeds business rules directly in the source code, explain how the rules are easily changed in the future due to a change of requirements. It's a question of software maintenance and maintainability.

Question 20: Appendix C Specifications 056 - The EMS will track/maintain Scoring Basis. Each scoring basis definition consists of simply the method's name (e.g., "Total Votes Cast (Exclude Blanks)").

Please clarify what scoring basis is used for. Does each election have a scoring basis?

Answer 20: A scoring basis is used to determine who wins a contest outright, who moves on to the next election, or whether a measure has passed. The ballot card will contain federal, state, and county contests, in addition to proposed federal constitutional amendments, state constitutional amendments, or charter amendments. The previously mentioned determination of who wins a contest outright, who moves on the next election, or whether a measure has passed, is determined by controlling legal language found in federal, state, or county law.

For example, amendments to the Hawaii State Constitution are only effective if approved by a majority of all the votes tallied upon the question, this majority constituting at least fifty percent of the total votes cast at the election, or at a special election by a majority of all the votes tallied upon the question, this majority constituting at least thirty per cent of the total number of registered voters. Votes cast refers to all votes (i.e. yes, no, blank, and overvotes) and votes tallied refers to only yes and no votes.

However, in regard to county charter amendments, only a majority of the voters voting upon the question need to have voted in favor of it. This means that only the yes and no votes are counted and blank and overvotes are irrelevant.

Further examples can be provided for the Primary Election in which for certain contests a candidate may be able to win outright at that time, while for other contests a candidate may only be able to move on to the General Election, depending on the specific state constitutional, charter, or statutory language.

Suffice it to say, there may be various scoring basis definitions

Question 21: Appendix C Specifications 036 – Petition Processing Flow. There are no requirements identified outside of this flow diagram. Could you provide specific requirements as you have done for other processes?

Answer 21: This is an optional component.

Question 22: What database are you currently using?

Answer 22: See answer to Question 14.

Question 23: If a voter does not have a signature on file with the DMV, and they register on paper, how is their signature captured and stored in the VR system? Will the same functionality be required in the new system?

Answer 23: Each county has its own system for capturing and storing signatures. This functionality will be required for the new system. The new system should be able to import single or batches of properly indexed image files created by third-party scanning systems to support signature and/or other voter registration and election management document image files for storage and retention.

Question 24: Does Appendix E need to be included in the response?

Answer 24: Yes.

Question 25: There is a discrepancy in the RFP between “5. Request an absentee ballot” and Appendix C Specifications, under “Functional Requirements” it says: “Online registration is not intended to handle all possible variations or updates to voter registrations. Voters must still submit paper forms to” (item 3) Request an absentee ballot. Can we please get clarification?

Answer 25: See answer to Question 7.

II. CHANGES TO THE RFP

The answers to the questions above are incorporated into the RFP and hereby amend the RFP. The following additional changes are made to the RFP. Material that is repealed is bracketed and stricken. New material is underscored.

1. Section 5.010 is hereby amended as follows:

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 three criteria areas (i.e. 1. Technical Capability & Solution Approach, 2. Pricing; and 3. On-Site Demonstration).]~~

Initial Evaluation (Criteria 1 & 2). The initial evaluation of all proposals received will be evaluated against criteria 1 and 2 ~~[only]~~. The maximum number of points possible in the initial evaluation phase is 100 points. ~~However, initial points may be reduced, as a result of the on-site demonstration.~~

Priority List Generated. The Evaluation Committee will generate a "priority list" to determine which Offerors will participate in discussions with the State.

~~[On-Site Demonstration (Criteria 3). The Offerors whose proposals are among the top five highest point totals, for the initial evaluation of criteria 1 and 2, will be offered the opportunity to present to the Evaluation Committee a demonstration of similar systems or relevant products that demonstrate the Offeror's skill, knowledge, and expertise with the subject matter and relevant technologies contemplated. The demonstration will occur in on the island of Oahu at a place and time to be designated.]~~

~~The on-site presentation will be used to support the evaluation of the information contained in the proposal. Information learned from that presentation may be used to adjust your final score for that proposer. To the extent the on-site presentation causes the evaluation committee to change its previous scores, appropriate notations will be made indicating the reasons for a decrease or increase in the original scores.~~

~~The on-site demonstration is mandatory.~~

Discussions with Priority Listed Offerors. The Evaluation Committee may have discussions with each Priority Listed Offeror to promote understanding of the State's requirements and Priority Listed Offerors' proposals and facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in the RFP. Any substantial oral clarification of a proposal shall be reduced to writing by the Priority-Listed Offeror.

The Procurement Officer will establish the procedures and schedules for conducting these discussions.

For example, these discussion may occur in whole, or in part, by written correspondence as determined by the Procurement Officer. Priority Listed Offerors may be asked to provide access, to the extent feasible, to any version of its software that it claims would be comparable to what it proposes to develop (e.g. remote access to a version of the system that is running on one of their servers). Additionally, audio or video conference may be utilized. Finally, to the extent the Procurement Officer determines that a Priority Listed Offeror should appear physically for such discussions, the Priority Listed Offeror should be prepared to meet in the State of Hawaii at a time and place to be determined by the Procurement Officer.

The listing of the previously noted examples of possible discussions is not an exhaustive list and should not be interpreted as authorization or agreement by the State of Hawaii to utilize any of these means or to even utilize discussions with Priority Listed Offerors.

Best and Final Offers. Any discussions with Priority Listed Offerors may conclude with the Procurement Officer requesting that each Priority Listed Offeror prepare and submit a written supplement to its original proposal and to present the State with its final offer. All Best and Final Offers, unless indicated otherwise, include any written clarifications made by the Priority Listed Offeror during these discussions.

Final Scoring

To the extent the discussions with a Priority Listed Offeror, which may include any requested Best and Final Offer, causes the Evaluation Committee to change its previous scores, appropriate notations will be made indicating the reasons for a decrease or increase in the original scores. Any written clarifications made by

the Priority Listed Offeror during these discussion are incorporated into its proposal, unless indicated otherwise.

2. Section 5.020 is hereby amended as follows:

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 Capability & Solution Approach

An evaluation and judgment will be made as to how well the proposal addresses the requirements of the RFP and whether the proposer has the technical ability to provide an acceptable solution.

This evaluation will look at functional requirements, non-functional requirements, solution architecture, ease of maintenance and support requirements, modularity for scope management, and security and reliability.

The proposal must show how the Offeror plans to approach the task and the steps to be taken to complete the task.

The Offeror must also show that they understand both the magnitude and importance of the individual tasks to make a convincing proposal.

A total of 60 points is allocated to this criteria area.

2. Pricing

The proposal offering the lowest price will be automatically allocated 40 points. The number of points assigned to the other proposals will be determined using the following formula:

$$\frac{\text{Lowest price (\$)} \times 40 \text{ points (maximum)}}{\text{Offeror's Proposal (\$)}} = \text{___ points}$$

~~3. On-Site Demonstration~~

~~Based on the Offeror's demonstration of skill, knowledge, and expertise with the subject matter and relevant technologies contemplated, an evaluation and judgment will be made of the probability of the success and associated risks of the Offeror's proposed system solution.~~

~~The on-site presentation will be used to support the evaluation of the information contained in the proposal. Information learned from that presentation may be used to adjust your final score for that proposer. To the extent the on-site presentation causes the evaluation committee to change its previous scores, appropriate notations will be made indicating the reasons for a decrease or increase in the scores.~~

~~The on-site demonstration is mandatory.]~~

3. Section 5.030 is hereby amended as follows:

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. If numerous acceptable and potentially acceptable proposals have been submitted, the State may rank the proposals and limit the priority list to at least three responsible offerors who submitted the highest-ranked proposals. The offerors placed on the list may be referred to as Priority Listed Offerors.

Discussions with Priority Listed Offerors

After the ~~[On-Site Demonstration]~~ Initial Evaluation, the Evaluation Committee and any persons designated by the Evaluation Committee, ~~[will meet]~~ may have discussions 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]~~ to promote understanding of the State's requirements and Priority Listed Offerors' proposals and facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in the RFP. Any substantial oral clarification of a proposal shall be reduced to writing by the Priority Listed Offeror. 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 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.]~~

The Procurement Officer will establish the procedures and schedules for conducting these discussions.

For example, these discussion may occur in whole, or in part, by written correspondence as determined by the Procurement Officer. Priority Listed Offerors may be asked to provide access, to the extent feasible, to any version of its software that it claims would be comparable to what it proposes to develop (e.g. remote access to a version of the system that is running on one of their servers). Additionally, audio or video conference may be utilized. Finally, to the extent the Procurement Officer determines that a Priority Listed Offeror should appear physically for such discussions, the Priority Listed Offeror should be prepared to meet in the State of Hawaii at a time and place to be determined by the Procurement Officer.

The listing of the previously noted examples of possible discussions is not an exhaustive list and should not be interpreted as authorization or agreement by the State of Hawaii to utilize any of these means or to even utilize discussions with Priority Listed Offerors.

Best and Final Offers

Any discussions with Priority Listed Offerors may conclude with the Procurement Officer requesting that each Priority Listed Offeror prepare and submit a written supplement to its original proposal and to present the State with its final offer.

This documentation of the final offer shall be known as the Best and Final Offer (BAFO). The requirements of any requested BAFO may 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 BAFO, the Offeror's latest proposal and any written clarifications made by the Priority Listed Offeror during these discussions, unless indicated otherwise, shall be construed as its BAFO.

Final Scoring

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 any written clarifications made by the Priority Listed Offeror during these discussions.

Disqualification

An Offeror's proposal may be disqualified at any stage of the procurement based on the RFP requirements or the procurement code and its administrative rules. As such, the completion of the initial evaluation, [~~on-site demonstration~~], designation as a priority listed offeror, discussions, 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's requirements or the procurement code and its administrative rules. The Evaluation Committee may elect to hold off on disqualifying an Offeror until after the receipt of its BAFO. The State does not waive its right to disqualify an Offeror under such circumstances.

4. Answer 5 in Addendum C is amended as follows:

Question 5: What kind of database does the current SVRS use?

Answer 5: We assume this question relates to the data migration effort and as stated in the Data Migration/Conversion Requirements document, Appendix C – Specifications 023-025, the vendor will be provided fixed ~~filed~~ field, text file exports for each segment of the database so that the type of database is irrelevant.

5. Appendix C – Specifications 028 – SVRS/DMV Interface Description is amended, with the following additional paragraph, at the end of the page, as follows:

Social Security Verification

Vendors should familiarize themselves with the American Association of Motor Vehicle Administrators, Social Security Verification (SSV) System Specification, Release 2.1.0 (July 2007). See Appendix F.

6. The RFP is hereby amended to include Appendix F, which is attached to this addendum.
7. The Table of Contents is hereby amended to include the following reference to Appendix F:

Appendix F – Social Security Verification

8. Section Seven, Attachment 4, Appendices, is hereby amended to include the following reference to Appendix F:

Appendix F – Social Security Verification



**American Association of
Motor Vehicle Administrators**

Social Security Verification (SSV)

System Specification

Release 2.1.0

July 2007

Change Summary:

Release 2.0.1, July 2006, updates and replaces Release 2.0.0, August 2004.
NetForum ticket # WJACKSON-060622-001 describes the associated changes.

Release 2.1.0, July 2007, updates and replaces Release 2.0.1, July 2006.
NetForum ticket # WJACKSON-070523-001 describes the associated changes.

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1 INTRODUCTION

1.1 Document Objective

The purpose of this document is to describe the data flows and transactions in the Social Security Verification application. The document is written for the Social Security Administration (SSA) and Jurisdictions who must develop Social Security On-line Verification (SSOLV) and Help America Vote Act Verification (HAVV) systems. The document contains the information necessary for a software application development team to:

- Write an implementation plan;
- Determine requirements for their application, based on nationwide requirements;
- Construct a framework for the design of their system implementation.

Because the requirements are written at a high level, a detailed implementation specification should be produced by the developers to describe how the system will be implemented in their environment.

The original release of this document focused on SSOLV implementation at SSA. This release also contains information for users who make SSOLV inquiries to SSA and a full description of the HAVV transaction.

1.2 Getting Help (1-888-AAMVA-80)

Questions regarding this document or the application itself should be directed to:

Operations Department:

Hours: 8:00 a.m.- 6:00 p.m. Eastern Time

Telephone: 1-888-AAMVA-80

Fax: (703) 522-1553

Address: AAMVA
4301 Wilson Boulevard, Suite 400
Arlington, Virginia 22203

Website: www.aamva.org

e-mail: opsdept@aamva.org

2 APPLICATION DESCRIPTION

The Social Security Verification application (SSV) consists of two transactions: the Social Security On-line Verification (SSOLV) and the Help America Vote Verification (HAVV). Each transaction contains two messages: an inquiry message sent to the Social Security Administration (SSA) and a response message returned by the SSA

2.1 Social Security On-line Verification (SSOLV)

Driver licenses and identification cards issued by US Motor Vehicle Agencies (MVA's) have become the U.S. standard for identification. In order to curb the fraudulent issuance of driver license and identification cards, the MVA's carefully review documentation that is presented to them to verify the identity of the individual. The Social Security Card is one form of identification that is reviewed. In most jurisdictions, the Social Security Number (SSN) is also used as the standard to uniquely identify individuals on the licensing records.

To minimize the fraudulent issuance of the driver license or identification card, the MVA's need a way to verify the information contained on the card is valid. The SSN verification needs to be performed on-line while the applicant is still at the MVA counter but prior to the issuance of the driver license or identification card.

The Social Security On-line Verification (SSOLV) transaction has been developed to allow authorized MVA's to have on-line access to SSA for SSN verification. Using this transaction, a MVA electronically sends SSA a person's name, date of birth (DOB) and SSN. SSA then compares this data to what is on its Master File. SSA will then respond back to the inquiring MVA, indicating how much of the MVA-submitted data matched against the SSA file.

2.2 Help America Vote Verification (HAVV)

Section 303 of Public Law 107-252 (Help America Vote Act of 2002) requires States and localities to develop centralized, computerized voter databases and to verify voter registration information. Individuals registering to vote must provide their driver's license number to the State election agency. If the registrant has no driver's license, they must supply the last four digits of their SSN. The statute requires that the chief State election official and the officials responsible for the State motor vehicle authorities to enter into agreements to match voter registration information with MVA information. The statute further requires the MVA officials and the Commissioner of Social Security to reach agreements for the purpose of verifying name, date of birth, the last four digits of the SSN, and any information recorded in SSA's records about the death of an individual.

The Help America Vote Verification (HAVV) transaction allows a MVA to submit an inquiry to SSA. The SSA verifies the information and responds back to the MVA with the results.

3 IMPLEMENTATION PLANNING

The following section presents a general project development description that highlights important elements of each project phase, as well as the respective roles of the jurisdiction and AAMVA. The list below divides SSV development into five components of the software development life cycle:

- Requirements Definition (Analysis)
- System Design
- System Development (Coding)
- Implementation (Testing, Training, Production Approval, etc.), and
- Operations.

Before a jurisdiction is admitted into the production environment, it must sign a Memorandum of Agreement (MOA) with the SSA. A separate MOA is necessary for Social Security Number Verification (SSOLV) and for Help America Vote Verification (HAVV). After both parties sign the MOA, a copy of the MOA must also be sent to AAMVA's Operations Department. The SSA will not allow a state into production if the MOA is not complete.

3.1 Requirements Definition

Each user is responsible for developing a requirements definition for the implementation of SSV within their system. AAMVA's role in the 'Requirements Definition' phase is to assist users in understanding and interpreting the SSV transaction requirements, to ensure the integrity of SSV's network-related technical requirements (message formats), and to provide a central source of documentation.

3.2 Design

Each user is responsible for designing how SSV will be implemented in their environment. All material contained in this document should be carefully evaluated prior to the completion of the design and development activities. Jurisdictions will determine if they need the SSOLV, HAVV or both transactions.

3.3 Development

Messages described in this document are part of the AAMVAnet Message Interchange Envelope (AMIE) format, in which each message follows the same basic format but may contain different blocks of data depending on the needs of the message. All messages submitted to AAMVA's network (AAMVAnet) must follow the AMIE format, and all messages received from the AAMVAnet will be in the AMIE format. AAMVA offers application-network interface software, called the Unified Network Interface (UNI), which provides both application interface functions as well as network interface functions. The UNI product resides on a site's host and fills an "interface" role between a site's application system and the AAMVAnet. Due to its rich

set of functions, the UNI software facilitates the development of user applications by allowing the developers to focus only on the application-specific functions rather than network interface functions.

Most jurisdictions and the SSA are already using the UNI software. For specific information on interfacing your SSV application with UNI, please refer to the "Unified Network Interface Application Developers Reference Manual" (available through the AAMVA Operations Department).

3.4 Testing

The jurisdictions' SSV testing may be broken down into three parts:

3.4.1 Internal Tests

These are conducted within the SSA's or jurisdiction's own physical environment, before testing with other sites on the network.

3.4.2 Casual Testing

In casual testing, the user is expected to thoroughly test all aspects of the application, systems configuration and network connectivity including the messaging process applicable to the application on his/her own. For jurisdictions this activity will be performed with the AAMVA test environment in which AAMVA functions as the SSA system. For the SSA this activity will be performed with the AAMVA test environment in which AAMVA functions as a jurisdiction's system. The AAMVA Operations Department is available on an as-needed basis throughout the casual testing phase.

During this phase, the jurisdiction is able to test as frequently as needed to satisfy the user that the application is functioning correctly. Jurisdiction casual testing can be performed anytime during the casual testing hours without prior scheduling. AAMVA can assist SSA perform casual testing by acting as a jurisdiction and submitting inquiries.

There is no required length of time that must be spent in the casual testing phase. However, casual testing should be used to identify all bugs possible, prior to starting structured testing. Once the user is confident that the application is operating according to the specifications, a structured test can be scheduled.

3.4.3 Structured Testing

The structured test is a formal testing process used by AAMVA to verify that the jurisdiction application is working according to the specification. Once the structured test has been successfully completed, the jurisdiction's application is then approved for final testing directly with the Social Security Administration.

In preparation for the structured test, a packet is sent to the jurisdiction that includes the data and transactions that must be performed correctly in order for the jurisdiction to be approved for production access. Testing may only be conducted with test data that is approved or provided by AAMVA. To use or have access to any other test data, the user must first request this variance of data use/access in writing prior to any usage or access and submit the variance request to AAMVA for review and approval.

Structured tests must be requested at least two weeks prior to the desired test date. The actual structured test date is scheduled by the operations analyst based on availability of the test system. Once the user successfully completes the structured test, AAMVA will approve the user to begin testing directly with the SSA. AAMVA will send the user a letter certifying it as an approved application user.

3.5 Production Implementation

Upon successful completion of the structured test with both AAMVA and the SSA, the jurisdiction is given approval to migrate to the production environment. Once placed in the production environment, the jurisdiction is required to send or request data in the same format that was tested and/or approved by AAMVA and the SSA. Subsequent changes to the jurisdiction's system or software must undergo structured or regression testing prior to migration of those changes to production. Any usage of the AAMVA production environment that is not specific to the agreed or contracted business purposes of the application will be considered as misuse.

Under no circumstances will a jurisdiction update their the production environment without the prior completion of a structured test that has been validated with an approval letter.

3.6 SSV Help Desk

AAMVA will provide on-going help desk support for SSV application users. For answers to questions during development, to schedule a structured test, and for production support once SSV has been implemented in your jurisdiction, contact the Operations Department via telephone or email. All production problems should be reported to AAMVA, not to the SSA.

Hours: 8:00 a.m.- 6:00 p.m. Eastern Time
Telephone: 1-888-AAMVA-80
Fax: (703) 522-1553
Address: AAMVA
4301 Wilson Boulevard, Suite 400
Arlington, Virginia 22203

Website: www.aamva.org
e-mail: opsdept@aamva.org

3.7 Agreements

Jurisdictions must execute a Memorandum of Agreement with the SSA before being allowed to use the production system.

- Separate MOAs are required for SSOLV and HAVV
- Jurisdictions may agree to either MOA or to both MOAs
- Jurisdictions are not required to agree to the SSOLV MOA in order to use HAVV, and vice versa.

4 SYSTEM ARCHITECTURE

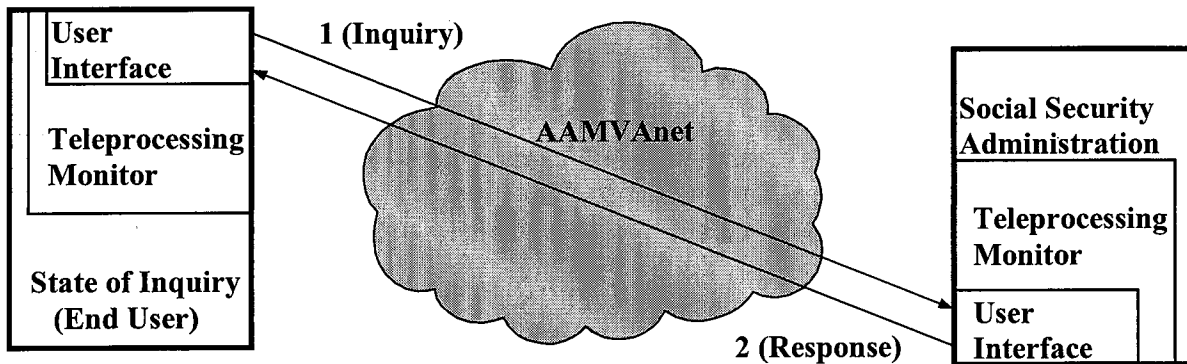
4.1 Basic SSV Configuration

The system architecture of the SSV application consists of three basic components:

- Jurisdiction MVA (End User) system which originates a SSV transaction as the requesting party.
- SSA system which responds to a SSV request for SSN verification, and
- AAMVAnet, the telecommunications network which transports the request and response messages between SSA and the inquiring MVA.

Note. Throughout the remainder of this document the terms “Jurisdiction”, “State”, and “State of Inquiry (SOI)” will be used interchangeably for the purposes of this application.

Figure 4-1 presents the basic data flows associated with this application.



4.2 Teleprocessing Monitor

In Figure 4-1, the Teleprocessing Monitor is the host resident application which manages the internal exchange of data between host applications, for example the jurisdiction’s driver license system and its network user interface. Examples of teleprocessing monitors include UNISYS' Message Control Bank (MCB) and IBM's Customer Information Control System (CICS).

4.3 Network Control Software (NCS)

The AAMVAnet Network Control Software (NCS) provides connectivity and maintains sessions with each jurisdiction, the SSA, CDLIS, PDPS and application providers. The NCS functions as a router for delivery of messages in the AMIE format only.

The NCS verifies and updates values in only one block in an AMIE-formatted message, the Network Control Block (NCB). Although the NCS receives and transmits the entire message, no processing of any other blocks is performed. Any logging performed, such as error logging for diagnostic or statistical purposes, retains only the NCB information.

As a general rule, the NCS does not discard messages. If there is a message error that prevents delivery to the destination identified in the NCB, an attempt is made to return any message containing errors to the originator. If this is not possible, the message is logged to an exception report for periodic reporting to an AAMVA manager.

4.4 AAMVAnet Message Interchange Envelope (AMIE) Structure

4.4.1 Background

Messages in this system use the AAMVAnet Message Interchange Envelope message protocol (AMIE). AMIE is the message format used to exchange data between nodes via NCS. Each message follows the same basic format but contains different blocks of data depending on the needs of the message.

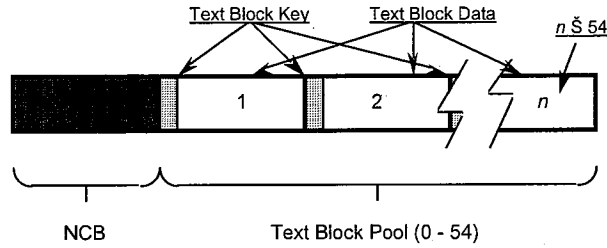
The AMIE format uses messages of variable length based on fixed length blocks. Each fixed-length block is 66 characters long. Due to network limitations, a maximum of 55 blocks are allowed within each message, resulting in a maximum message length of 3630 bytes.

Each message begins with a Network Control Block (NCB), then any subsequent blocks are part of the Text Block Pool. Each message contains different blocks of data depending on the needs of the message. The NCB contains information about the message type, routing, length, and other relevant data. A Number of Text Blocks field indicates how many Text Blocks (0 to 54) are contained in the message, and a Message Length field contains the actual length of the message $((\text{Number of Text Blocks} + 1) * 66)$.

Each Text Block consists of a 5-byte Text Block Key and the 61-byte Text Block data area. If Text Pool blocks are needed to complete a message, then those blocks follow the NCB in order by Text Block Key. Each block is not a separate message (or packet), but the NCB and related Text Blocks are bundled together as a single network message.

The Text Block Key uniquely identifies a block and consists of the block identifier and a line number. The block identifier consists of the block type and sub-type. When a block is being referenced, it is often described as type/sub-type. When the same block type is used multiple times within a message, the line number is used to distinguish the duplicate block types. The line number is allocated sequentially, starting with 01, for a given block type within a message.

Messages are often defined with application blocks that are optional. To improve efficiency, only text blocks that contain application data are transmitted. Figure 4-2 depicts the blocks of an AMIE message and their lengths.



AMIE Message Composition

Another way to view the message format is to consider the message as a record:

	<u>Element Length</u>
Network Control Block	66
Text Pool	
Text Block (occurs 0 to 54 times depending on the Number of Text Blocks field)	
Text Block Key	
Text Block Type	2
Text Block Subtype	1
Text Block Line Number	2
Text Block Data	61

4.4.2 Message Addressing

Message addressing is accomplished through the use of two fields in the Network Control Block:

- Message Destination - indicates to which node the message is to be sent.
- Message Origin - indicates which node sent the message.
- Transaction Originator - indicates the initiator of the transaction of which this message is part. This field was previously known as Billing ID.

Each field has the same data type, as the contents are shifted between the fields during response processing. Depending on the type of user, one of two data descriptions is used:

<u>Field</u>	<u>Length</u>
Primary users address	
GAP (Government/Application Provider) Code	
Primary Address	2
Interface Code	1
User Extension	4

The Primary Address is the 2-character code for jurisdictions and AAMVA processing sites (normally the postal abbreviation for jurisdictions), and the Interface Code is used to distinguish between multiple systems at a single site. For example, in some states the driver licensing and vehicle registration systems are operated on different physical machines. The Interface Codes would be different for each.

AAMVA manages the overall AMIE UserID system, and is therefore responsible for assigning all values as necessary for the GAP Code.

The User Extension field of the Primary User description can be used at the discretion of the users, within the normal parameters for AMIE Messages (See the section on General Rules for AMIE Message Composition). This field is frequently used to identify a particular workstation that originated the message and therefore should receive the response. Other uses are possible depending on the needs of the users. Usage of this field should be limited to the Transaction Originator because it is the pass-through field.

4.4.3 General Rules for AMIE Message Composition

Data in an AMIE message may consist of any printable character. This means that non-printable bytes are not allowed in any AMIE message. This limitation has been imposed due to the architecture of the AAMVAnet network, which consists of many different types of computers on the network, each possibly having a different data-encoding scheme.

For example, the AT&T NETWORK SERVICES and its mainframes store character data in EBCDIC, while Unisys, Bull, and most other computer types store character data in ASCII. Translation between these code sets is performed as part of the network transmission to or from an ASCII based machine. The translation occurs by replacing a bit pattern from one code set with the corresponding bit pattern from the other code set. As the translation is performed to each byte of data traveling on the data path without regard to the content of the data, non-printable data would be corrupted when the bit patterns were replaced as if the byte contained character data.

Translation adulteration aside, each different machine type stores computational numeric data in a format native to the processor. Assuming numeric data could move between AAMVA nodes without adulteration, the data would probably be unusable by the destination node unless the origination and destination nodes happen to be compatible machine types.

For example, floating point decimal data on an AT&T NETWORK SERVICES mainframe is stored in a specific pattern of bits within two, four, or eight bytes, depending on the resolution required. Elements such as the exponent and mantissa are assigned to certain bits and are represented in defined ways. The same number on a VAX machine is stored with a different bit pattern, different exponent bases, and different byte order. Moving a floating-point decimal data item from an AT&T NETWORK SERVICES platform to a VAX would not yield usable data on the VAX. The reverse is also true.

Eventually, exceptions to this rule may be required to allow movement of complex data in an efficient manner, possibly using encoding and compression schemes. At that time specific exceptions will be defined and will be documented to an extent that potentially affected users will be aware of their limitations. However, the general rule will still apply to all other messages that may be sent between nodes running on different computer types.

To ensure only printable bytes exist in a message, you must initialize all unused areas of each block with spaces. This ensures that un-addressable areas, such as the reserved bytes at the end of most, contain valid AMIE data. The unused fields should also be initialized to spaces regardless of the data type of the field. For example, a date field is normally numeric, yet if the field is not a valid part of the message being built, the field should contain spaces rather than zeroes. Do not initialize AMIE blocks or fields to LOW-VALUES or HIGH-VALUES, as these are binary zeroes or ones, respectively, and do not represent printable data.

All application data elements must contain printable characters that can be used in both ASCII and common versions of EBCDIC. The printable characters are:

```
space
a to z
A to Z
0 to 9
! " # $ % & ' ( ) * + , - . / : ; < = > ? @
```

Other characters are not printable in ASCII and US-EBCDIC, so should be excluded. The user will need to determine if the non-printable characters will be omitted or if they will substitute an other character. The recommendation for the Spanish 'Ñ' and 'ñ', is to convert the character to 'N' and 'n' before sending the data.

4.4.4 Application Text Blocks

For this system, the text block pool of an AMIE message contains the following block types:

- Message Exchange Control block (02/2). One Message Exchange Control (MEC) block will be present on each message. See the Message Exchange Control Block section for details.
- Business Application blocks (09/1, 10/1).
- Return-as-received blocks (98/3). Zero to five return-as-received blocks may be used, and they are used by the transaction originator.
- Error blocks (99/1). Zero to five error blocks are used, depending on the number of errors detected. See the Error Handling Section for details.

Because the blocks are sent in the Type/Sub-type number order, the text blocks will be sent in the order shown above.

Most blocks are used once within a message. However, instances exist where an AMIE text block is used multiple times within a message. These multiple repetitions exist when:

- A field is too long to fit in a single 61-byte block. A 108-byte address is transmitted in two AMIE text blocks. The first 61 bytes are sent in the first block and the final 47 bytes are sent in the second block.
- The application data is needed multiple times, where a single occurrence of the data will fit onto one block. The number of blocks will correspond to the number of occurrences of the data. The data is needed multiple time times; however, the total length of the data to be repeated exceeds one block. In these situations, the number of AMIE text blocks used is the product of the number of blocks used to hold a single occurrence, times the number of occurrences.

To be unique the Text Block Key will use an incremented line number to distinguish between the multiple occurrences of block types and maintain the sort sequence.

4.4.5 Message Format of Fields

All dates sent in the application specific blocks of the messages are passed as eight character fields in 'ccyymmdd' form, (e.g., '19951231'). All numbers sent in a message are passed in an unpacked form with leading zeros (e.g., a field with 6 integer digits with a value of '1,234', is transmitted as '001234', in an alpha numeric field).

For elements that require specific values (such as codes), the fields transmitted must contain the standard values, as defined in the data dictionary.

4.5 Error Handling Specifications

The error handling procedure describes a convention by which every message error will be processed, both by the entity that detected the error and the entity that originated the message. The errors can be categorized as follows:

- network errors;
- system errors, such as program aborts, files off line, or similar conditions;
- processing errors which are caused by faulty application data in the message

When an error is detected, the message that encountered or contained the error is returned to the sender. There are several flags and fields in the message structure that can convey information regarding errors or unusual circumstances. Depending on the severity of the problem, different combinations of the error flags/fields are used. Information can be found in the following areas:

GNCBER - NCB ERROR CODE

Set to 'Y' (yes)

GNETST – NETWORK STATUS

Set to a value other than zero, that describes the error.

GAPPST - APPLICATION STATUS

Set to a value other than space or zero, that describes the error.

GERUEC – UNI ERROR CODE or GERCDO – ERROR CODE

Set to a value other than space, that describes an error.

GERMSO - ERROR MESSAGE DESCRIPTION

A 54 character text field containing the description of the error.

4.5.1 Network Errors

Network errors occur when the origination or destination entity drops from the network or the network itself encounters a failure. There are established availability requirements that minimize occurrences of this nature, but occasionally a failure occurs.

When the originating entity is not connected or the network is completely down, the error is normally detectable and the message can be set-aside for later transmission. The Unified Network Interface (UNI) provides this service.

If the destination node is down, the network (NCS) will return the message to the originator with an indication of the error (NCB error code = 'U' for Undeliverable) and the message can be set aside for later transmission. If the destination application is down, UNI can detect the error, notify the originator, and set aside the message for later transmission.

4.5.2 System Errors

In this application system errors may be reported in one of two ways:

- Generic system errors
- SSA file off-line

A generic system error is an error with the system itself, such as program problems, network interface errors, database errors, program aborts, etc. To the extent possible, message recipients should try to detect these conditions and return the original message with the appropriate indicators to inform the originator of the problem (NCB error code = 'Y', processing status = '01', error block attached indicating the error and application status set to appropriate code, if applicable).

The more common system error occurs when the SSA file is off-line. In this instance, the SSA application will return the SSA Verification Response (HS) message with the SSA Verification Response Code set to '9'. Other system errors detected within the SSA application will also be reported with the Response Code set to '9' on the Verification Response message.

4.5.3 Processing Errors

The SSA will not edit data received in the incoming Verification Request (SS) nor will it return corrected information. Therefore, the only error a SOI should encounter would be that of a network or system error.

4.6 Application Layer Network Interface Software

The Application Layer Network Interface Software (ALNIS) is generically defined as a software application residing on the host computer. The main function is the translation between the AMIE message structure and a data element and the message structure used by the application. The application data structure is provided in COBOL and C formats. It also provides a variety of other application interface support features. The interface between the application and the ANLIS is usually platform dependent. An example of ALNIS software is AAMVA's Unified Network Interface (UNI) software package.

4.6.1 AAMVA's Unified Network Interface (UNI)

Unified Network Interface (UNI) provides critical services for jurisdictions' applications. The UNI was developed by AAMVA for its customers running applications requiring data transfer in the AAMVAnet Message Interchange Envelope (AMIE) electronic data interchange (EDI) format. Although using AAMVA's network interface tool is not a requirement, most users will choose to implement the system using the Unified Network Interface (UNI). UNI has several valuable functions available to assist users (such as message control, routing validation, logging, audit trails, and message grouping). A jurisdiction's network interface team needs to understand UNI's functions to avoid duplicating those functions within the application.

The purpose of this section is to supplement the UNI documentation by calling attention to several UNI features that have been found particularly useful. Although they are documented in the UNI Application Developer's Reference, we have included a brief synopsis here along with suggested settings, where applicable.

4.6.2 Message Retry

AAMVA recommends that users configure the parameter list of all on-line update messages to attempt up to three retries in the event the messages are undeliverable. When set, UNI retry is performed automatically. Users should keep in mind that automatic retry may not be appropriate for messages where the state prefers to control retries either manually or programmatically through the application (as may be the case with inquiry messages).

The PARM-CNT-RETRY-MAX field in the UNI parameter list controls the maximum number of times that UNI will attempt to send an outbound message to its destination. This is a 1-digit numeric field, so valid values range from '0' to '9'.

If the number of retries is set to '0' and the outbound message is returned as undeliverable, UNI will not retry the message. If the number of retries is set to a non-zero value, UNI will hold the message in its undeliverable message file until such time as UNI determines that the destination's node or application is again available. UNI actively checks the status of retry destinations and does not attempt a retry until a positive status is attained. UNI checks the status of all other nodes on the network by issuing IN messages at regular intervals and interrogating the RN responses. The default interval is 20 minutes, but this is configurable. UNI will attempt to resend until it has exhausted the maximum number of retries designated.

4.6.3 Hard Manual Down

A hard manual down causes UNI to treat a destination node as though it were down even when it is not. This can be used, for example, when a state must store on-line transactions while its load file is being processed. Issuing a hard manual down on the destination node causes on-line transactions to that node to go to the message pending process given message retry is configured. Transactions will continue to queue up in message pending until the hard manual down is manually removed. As stated earlier, it is very important to pace messages being released from message pending.

Hard manual downs are issued from the UTT200 Network/Application Status screen by adding the site ID of the destination to be downed to the application status list. First, enter an action code of 'A', the network ID of the destination, and an application code of '11'. The down reason will be set to 'soft manual' by the system. To change the down reason to 'hard manual', enter an action code of 'M'. The 'M' action code toggles between a soft and a hard manual down. To delete a hard manual down, enter an action code of 'D'. Message pending will initiate release of messages at the next IN/RN interval.

Before issuing a hard manual down, states should estimate the amount of space needed to store the message pending file. Steps should be taken to ensure that enough space will be available to hold the estimated number of pending messages.

4.6.4 Message Locator

When a transaction is initiated, UNI generates a unique identifier for the message called a message locator. UNI uses the message locator to match messages with their responses. When contacting the AAMVA Operations help desk for support, it is important that you provide the message locator. The message locator provides a means for the AAMVA Operations help desk to find the specific message or messages causing the problem.

The message locator is found in the first 26 bytes of the MEC block. It is comprised of a date/time/sequence number along with the message type.

A sample message locator and its components are shown below:

```
000502132312001    1UNISS
```

where:

'000502' is the date

'132312' is the time

'0001' is the sequence number

' ' is a constant

'1' is the occurrence of the destination in the PARM-DESC-TABLE-DEST of the parameter list

'UNI' is a constant

'SS' is the message type

4.6.5 Call List

UNI provides a parameter list and call list to interface between the jurisdiction's application and the network. The call list data is converted to the AMIE structure before it is sent to network and vice-versa. The parameter list provides a means for matching response messages to inquiry messages, routing messages and store and forward features. The parameter and call lists use a flat file format which make it easy for developers to address the elements.

4.6.6 Driver Call List Layout

In the Driver Call List, there is a record type indicator (CLMF-DESC-RECORD-TYPE) that is populated by UNI when a message is received. This indicator is used to identify how much of the variable length Call List is being used. In this application UNI sets the indicator to "R", "L" or "S". When the indicator contains a:

"L" the type of record is a long record. In this situation the address is included.

"S" the type of record is a short record. In this situation no address is included.

"R" the type of record is a return as received.

So before addressing elements residing in the extended part of the call list, check the record type indicator to ensure a long call list has been delivered.

4.6.7 UNI Platforms Supported

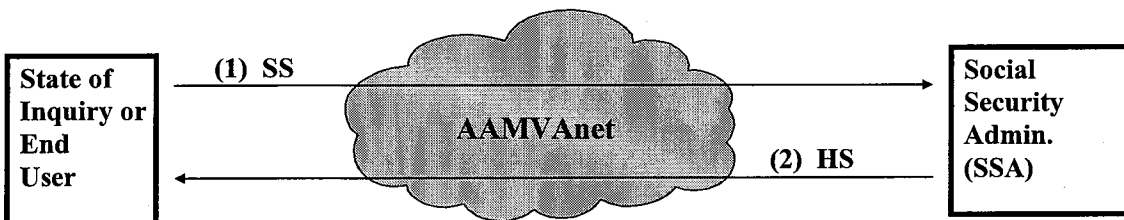
AAMVA's web site (www.aamva.org) has a complete up-to-date listing of supported platforms.

5 SSV TRANSACTIONS

5.1 Social Security On-line Verification (SSOLV) Transaction

Purpose: The SSOLV Transaction is used by an authorized MVA (End User) to request the verification of an SSN provided by an applicant or that is found on the MVA's database to aid in the prevention of fraudulent identification issuance.

Transaction Message Flow Diagram



1. The MVA (End User) formats the request into the AMIE format and forwards the it to the SSA through the AAMVAnet network.
2. SSA receives the request and responds to the State of Inquiry (SOI) with the verification data in the AMIE format.

Note. For detailed information on the message formats, the AMIE blocks and the data elements, refer to Appendixes A, B, C and D.

5.1.1 'SS' - SSA Verification Request Message

5.1.1.1 State of Inquiry (SOI) Processing Requirements:

The SOI must provide the following data elements to successfully process the SSA Verification Request (SS):

- Social Security Number (DDVSSN) Required
- Driver Name (DDVNM4) Required (See the SSA Name Formatting Rules in the Appendix)
- Driver Date of Birth (DDVDOB) Required

In addition the SOI may include the following elements:

- Jurisdiction (DDLJU1) Optional

- Driver License Number (DDLNUM) Optional
- Return as Received (GRREC2) Optional

All letters in the Driver Name data element must be in upper-case.

NOTE: Do not attempt to verify SSNs allocated by user applications (e.g. the CDLIS substitute and pseudo-SSN), because the SSA will always respond that such SSNs are invalid.

5.1.1.2 Social Security Administration (SSA) Processing Requirements:

Upon receiving the SSA Verification Request (SS), the Social Security Administration (SSA) will search for the requested record in its database.

NOTE: The SSA will not edit or check for errors in the SS message, it only verifies the data present.

5.1.1.2.1 SSOLV Name Match Criteria

An input name (see the SSA Name Formatting Rules in the Appendix) provided by the MVA will be accepted as verified against the person's Numident name in the SSA files if:

- A. There is exact agreement in the first seven positions of the surname (e.g.: last name) and the first and second initials,
or
- B. There is exact agreement in the first seven positions of the surname and the input (MVA) first initial matches the Numident (SSA) first or middle initial, when only one initial is provided,
or
- C. The first four positions of the input (MVA) last name match the first four positions of the Numident (SSA) last name
and
 1. the first four positions of the input first name match the first four positions of the Numident first name
or
 2. when no first name is provided on the input record, if the first and middle initials match the Numident first and middle initials
or
- D. There is a one-letter difference or transpositions of two adjacent letters in the first seven positions of the surname
and

1. The input initials match the Numident initials exactly (AB = AB); **or**
 2. The input initials transposed equal the Numident initials exactly (BA = AB), **or**
 3. The input first or middle initial matches the Numident first initial when only one initial is present on the Numident record (AB = A or BA = A), **or**
 4. The input first initial matches the Numident first or middle initial when only one initial is provided in the input record (A = AB; A = BA; B = BA; B = AB), **or**
 5. The input first initial matches the Numident first initial and the input middle initial disagrees with the Numident middle initial, but matches the first initial of another surname for a female
(AB SM@TH = AG SMITH X REF - BROWN, SEX = FEMALE),
or
- E. There is an **extraneous** letter in the first **seven** positions of the input (MVA) surname and the input first initial matches the Numident (SSA) first or middle initial:
- A JJOHNSO = A JOHNSON
 - A J@OHNSO = A JOHNSON
 - A JOSHNSO = A JOHNSON
 - B JOHHNSO = AB JOHNSON
 - B JOHNOSO = AB JOHNSON
 - B JOHNSTO = AB JOHNSON
- or**
- F. There is a **missing** letter in the first **eight** positions of the input (MVA) surname and the input first initial matches the Numident (SSA) first or middle initial:
- AR OHNSTON = A JOHNSTON
 - A JHNSTON = A JOHNSTON
 - A JONSTON = A JOHNSTON
 - A JOHSTON = A JOHNSTON
 - B JOHNTON = AB JOHNSTON
 - B JOHNSTN = AB JOHNSTON
- or**
- G. A compound surname may be verified using only one surname. If the single, input (MVA) surname contains more than three letters, compare seven positions of the input (MVA) surname to up to **15** positions of the Numident (SSA) surname. Compare input surname to Numident surname positions 1-7, then 2-8, then 3-9, then 4-10, then 5-11, then 6-12, then 7-13, then 8-14, then 9-15. If a match occurs on any one of these comparisons, the compound surname is verified.

5.1.1.2.2 SSOLV Date of Birth (DOB) Match Criteria

1. If the year of birth on the input (MVA) record agrees exactly with any year of birth on the corresponding Numident (SSA) record, this is considered a verified date of birth. (Disregard the month and day.)
2. A one-year tolerance in the year of birth (+ or -) is acceptable for verification if the month of birth on the input (MVA) record agrees exactly with the month of birth on the corresponding Numident (SSA) record.
3. Do not enter invalid characters in this field – the date of birth is disregarded in the verification routine when non-numeric characters are present.

Any item that does not meet one of the above rules is identified as a "not verified" on date of birth.

5.1.1.2.3 SSOLV SSN Match Criteria

The SSN sent on the verification request will only be reported as verified if it matches the SSN found on the SSA record exactly.

5.1.2 'HS' - SSA Verification Response Message

5.1.2.1 Social Security Administration (SSA) Processing Requirements:

After checking for a record in its database, the SSA will send the SSA Verification Response (HS) message to the SOI with the SSA Verification Response Code (GMSVRC) in the MEC block.

The following is a list of SSA Verification Response Codes returned and a description of their meaning:

<u>Code</u>	<u>Description</u>
1	SSN, Name and DOB matched; SSA records indicate person is alive
2	Impossible or invalid SSN
3	Name did not match, DOB matched
4	Name matches, DOB did not match
5	No match (on Name and DOB)
6	SSN, Name and DOB matched; SSA records indicate person is deceased
7*	SSN did not verify; other reason
9	System Error. Unable to process at this time

(* SSOLV will return a code 7 if the person's SSN, Name, and DOB verified, but SSA's files show questionable activity was associated with the account. If a code 7 is returned, the

individual should be referred to a local SSA field office to resolve the issue. SSA expects very few situations where this code will be involved.)

5.1.2.2 State of Inquiry (SOI) Processing Requirements:

The SOI should examine the SSA Verification Response Code (GMSVRC) on the HS message.

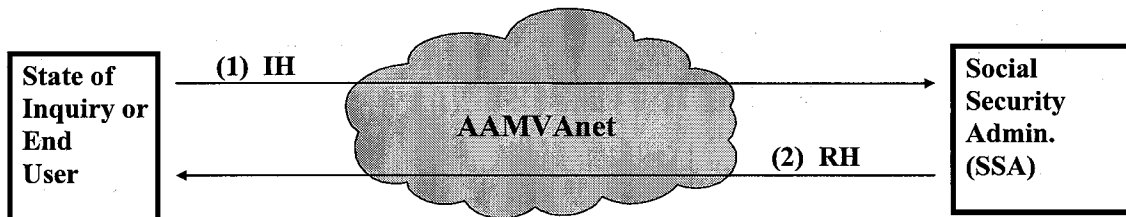
If the driver identification information is verified and the applicant has nothing on his/her record to prevent the issuance/renewal of a license the application/renewal may be processed.

If the information provided by the applicant does not verify, the MVA will utilize jurisdiction specific procedures for handling the applicant.

5.2 Help America Vote Verification Transaction

Purpose: The HAVV transaction is used by an authorized MVA (End User) to request the verification of a name, date of birth and a partial SSN (last four digits) provided by an applicant to aid in the prevention of fraudulent voter registration.

Transaction Message Flow Diagram



1. The State of Inquiry (MVA) formats the request into the AMIE format and forwards it to the SSA via the AAMVAnet network.

2. The SSA receives the request and responds to the State of Inquiry (SOI) with the verification data in the AMIE format.

NOTE: For detailed information on the message formats, the AMIE blocks and the data elements used in HAVV, refer to Appendixes A, B, C and D. For detailed information on interfacing your application to AAMVAnet, refer to the Unified Network Interface Application Developers Reference Manual (available through the AAMVA Operations Department).

5.2.1 'IH' - HAVA Verification Request Message

5.2.1.1 State of Inquiry (SOI) Processing Requirements:

The SOI must provide the following data elements to successfully process the HAVA Verification Request (IH):

- Last four digits of SSN (DDVSLF) Required
- Name (DDVNM4) Required (See the SSA Name Formatting Rules in the Appendix)
- Date of Birth (DDVDOB) Required

In addition the SOI may include the following elements:

- Return as Received (GRREC2) Optional

All letters in the Name data element must be in upper-case.

This data will be validated by SSA, the edits performed are shown in the next section. Jurisdictions should ensure they do not send data that will fail these edits.

5.2.1.2 Social Security Administration (SSA) Processing Requirements:

Upon receiving the HAVA Verification Request (IH), the SSA will validate the contents of the message. If any of the following edit rules fail, the response will have the SSA Verification Response Code (GMSVRC) set to 'S', indicating "Invalid Data".

- The last four digits of the SSN must be a number in the range "0001" to "9999".
- The Date of Birth must be a valid date (though the day of birth is not used).
- The First Name must have:
 - A-Z in position 1.
 - Then in positions 2 through 15: A-Z, a single embedded hyphen, apostrophe or space.
 - Last character must be A-Z, an apostrophe or a space; unless the 14th position is A-Z, then the 15th position can be a hyphen, apostrophe, space or an alphabetic character
 - Consecutive embedded combinations of spaces, hyphen, and/or apostrophe are not permitted.
- Last Name must have:
 - A-Z in position 1.
 - Acceptable characters for position 2 through 20 are A-Z, a single embedded hyphen, apostrophe or space.
 - Last character must be A-Z, an apostrophe or a space; unless the 19th position is A-Z, then the 20th position can be a hyphen, apostrophe, space or an alphabetic character.
 - Consecutive embedded combinations of spaces, hyphen, and/or apostrophe are not permitted.

The name in the message will be in a packed form (see the SSA Name Formatting Rules in the Appendix for details).

Valid messages are then checked against the SSA database using the following elements:

<u>Input</u>	<u>Match Criteria</u>
Last Name	Exact
First name	Exact
Middle Initial	Ignore
Date Of Birth	Month and year must be exact. Ignore day.
Last four digits of the SSN	Exact

5.2.2 'RH' - HAVA Verification Response Message

5.2.2.1 Social Security Administration (SSA) Processing Requirements:

After checking for a record in its database, the SSA will send the HAVA Verification Response (RH) message to the SOI with the Response Code in the MEC block.

The following is a list of the SSA Verification Response Codes (GMSVRC) returned for HAVV and a description of their meaning.

<u>Code</u>	<u>Description</u>
S	Invalid input data
T	Multiple matches – all deceased
V	Multiple matches – all alive
W	Multiple matches – at least one alive (& at least one deceased)
X	Single match – alive
Y	Single match – deceased
Z	No match found
9	System Error. Unable to process at this time

5.2.2.2 State of Inquiry (SOI) Processing Requirements:

The SOI should examine the SSA Verification Response Codes (GMSVRC) on the 'RH' message.

If the information provided by the applicant does not verify, the MVA will utilize jurisdiction-specific procedures for handling the applicant.

APPENDIX A - DATA ELEMENTS BY MESSAGE TYPE

The Data Elements by Message Type matrices show the data elements (by AMIE block) that are included in each message type. Details in the report include:

- COBOL Call List references the code that will be used in the applications to reference the fields.
- Block Type and Sub-Type references the AMIE block in which the data is transmitted. (An asterisk before the block code is included to aid in the building of the call list. It indicates the call list name is used in other blocks).
- Source Code shows how a field is set when a message is initiated. The list below describes the codes used in this column.
- Element Code provides a key to the data dictionary.
- Number of Occurrences indicates whether an element occurs multiple times within the message. The value describes the maximum number of occurrences possible. If an element occurs 2 times in a block and the block is used 3 times in the message, this column would have a value of 6.

When a field occurs multiple times in a message, the filling rules described by the source code can be ambiguous. When a field occurs multiple times, see the filling rules in the processing section for specific details. The following guidelines describe the general approach to interpreting source codes for data elements that occur multiple times:

In some instances, the number of occurrences of a data element may be from zero to some specified maximum. In other instances, the number must be from one to some specified maximum.

- Some fields occur independently of other fields, while others occur as part of a related group of elements (elementary versus group).
- When a field occurs independently and the number of occurs may be zero, the source code will indicate the field is 'optional'.
- When a field occurs independently and the number of occurs must be at least one, the source code will indicate the field is 'required'.
- When a field occurs as part of a related group of elements and the group may occur zero times, the source code will indicate all fields in the group are 'optional'.
- When a field occurs as part of a related group of elements and the group must occur at least once, the source code will indicate which fields within the group are 'required' and which are 'optional' for any given occurrence.

When a message is used in multiple processes, an element may be required in one process, but not required in another. Since each message type is only listed once in this appendix (regardless of the number of processes in which it is used), data elements that are required in one process but not in another are assigned a source code of 'optional'. Because of the ambiguity, see the processing sections for instruction on how to fill these elements.

Source : Definition of Code

- B** Blank fill. This field must be blank because it is either not applicable to this message type or it is not valid for the application to fill.
- O** Application optional. The application should fill this field if the information is maintained, else leave the field blank. See the filling rules in the process section for specific details.
- P** Pass-through fields are required. The application must pass-through the entire length of this field from the unsolicited inbound message to the same field in the outbound message(s). Outbound messages are response messages or messages that are sent to a third party. The rule applies to application fields, the transaction originator, and the message locator.
- R** Application required. This field is required for this message type. See the filling rules in the process section for specific details.
- T** Transaction originator is required on unsolicited messages. If the 4-byte suffix is not used in the Gap Code, the application can fill the field or the 7 bytes may be left blank then UNI will fill the field with the 7-byte value from the site default field in the UNI's configuration tables. When a bridge is not used in UNI, the recommendation is to leave the field blank and allow UNI to fill it. If the site uses the 4-byte suffix field, the application must fill all seven bytes of the Transaction Originator field (using the 4-byte suffix is not recommended in UNI).
- U** The field is required for network processing. UNI will calculate the field when the field is left blank in the call list. UNI calculates the field based on the supplied message, the host system, or a configuration table. This applies to:
- GSGSEQ : Segment Sequence Number, derived from the message.
 - GLSEGI : Last Segment Indicator, derived from the message.
 - GTPIND : Test/Production Indicator, from the system or a configuration table.
 - GNCBER : NCB Error Code, defaults to 'N'.
 - GNETST : Network Status, defaults to '00' when a message is sent.
- V** The field is required for network processing. UNI will calculate the field. UNI calculates the field based on the supplied message, the host system, or a configuration table. This applies to:
- GMSLEN : Message Length, derived from the message.
 - GMSDAT : Message Date, obtained from the system.
 - GMSTIM : Message Time, obtained from the system.
 - GMSSEQ : Message Sequence ID, obtained from the system.
 - GNBTXT : Number of Text Blocks Count, derived from the message.
 - GNETSI : Network Session Indicator, derived from the network source code in the parameter list.
 - GMSLOC : Message Locator, is set by UNI when sending the message. Normally it is calculated on unsolicited messages. The exception to this rule is for situations where the application requires a response to be sent as an unsolicited message. However in

these situations, the source for the locator will be a pass-through. UNI's Message Move tables control the determination on when it is calculated.

- W The field is required for network processing. UNI will use a like-named field on the parameter list. This applies to:
- GMSDST : Message Destination
 - GAPPID : Application ID, for the application
 - GMSTYP : Message Type
 - GXMODC : Transmit Mode, is set based on the parameter lists network service code.
- X The field is required for network processing. UNI will calculate the field from the configuration tables when a bridge is not used. When a bridge is used, the value must be supplied in the call list. This applies to the:
- GMSORG : Message Origin.

SS - SSA VERIFICATION REQUEST (1751)

Call List Data Element Name	Block	Source	Element Code	Nbr Of Occurs
CLMF-NUMB-NCB-MSG-LEN	NCB	V	GMSLEN	
CLMF-CODE-MSG-DEST	NCB	W	GMSDST	
CLMF-CODE-ORIGIN	NCB	X	GMSORG	
CLMF-DATE-NCB-MSG	NCB	V	GMSDAT	
CLMF-TIME-NCB-MSG	NCB	V	GMSTIM	
CLMF-DESC-NCB-MSG-SEQ-ID	NCB	V	GMSSEQ	
CLMF-CODE-NET-APPL-ID	NCB	W	GAPPID	
CLMF-CODE-MSG-TYPE	NCB	W	GMSTYP	
CLMF-NUMB-NCB-SEG	NCB	U	GSGSEQ	
CLMF-INDC-NCB-LAST-SEG	NCB	U	GLSEGI	
CLMF-CNT-NCB-NUM-TXT-BLKS	NCB	V	GNBTXT	
CLMF-INDC-NET-SESSION	NCB	V	GNETSI	
CLMF-INDC-TST-PROD	NCB	U	GTPIND	
CLMF-CODE-NCB-XMIT-MODE	NCB	W	GXMODC	
CLMF-CODE-NCB-ERROR	NCB	U	GNCBER	
CLMF-CODE-NCB-TRANS-ORIGINATOR	NCB	T	GTRORG	
CLMF-CODE-NET-STATUS	NCB	U	GNETST	
CLMF-CODE-APPL-STATUS	NCB	R	GAPPST	
CLMF-DESC-MEC-MSG-LOCATOR	* 02/2	V	GMSLOC	
CLMF-CODE-ST-CURR	* 09/1	O	DDLJU1	
CLMF-CODE-DLN-CURR	* 09/1	O	DDLNUM	
CLMF-CODE-SSN-CURRENT	* 09/1	R	DDVSSN	
CLMF-NAME-SSA	10/1	R	DDVNM4	
CLMF-DOB-CURRENT	* 10/1	R	DDVDOB	1
CLMF-DESC-RET-AS-RCVD-3	98/3	O	GRREC2	5
CLMF-DESC-ERROR-CODE-OUT	* 99/1	O	GERCDO	5
CLMF-DESC-ERROR-MSG-OUT	* 99/1	O	GERMSO	5

HS - SSA VERIFICATION RESPONSE (1752)

Call List Data Element Name	Block	Source	Element Code	Nbr Of Occurs
CLMF-NUMB-NCB-MSG-LEN	NCB	V	GMSLEN	
CLMF-CODE-MSG-DEST	NCB	W	GMSDST	
CLMF-CODE-ORIGIN	NCB	X	GMSORG	
CLMF-DATE-NCB-MSG	NCB	V	GMSDAT	
CLMF-TIME-NCB-MSG	NCB	V	GMSTIM	
CLMF-DESC-NCB-MSG-SEQ-ID	NCB	V	GMSSEQ	
CLMF-CODE-NET-APPL-ID	NCB	W	GAPPID	
CLMF-CODE-MSG-TYPE	NCB	W	GMSTYP	
CLMF-NUMB-NCB-SEG	NCB	U	GSGSEQ	
CLMF-INDC-NCB-LAST-SEG	NCB	U	GLSEGI	
CLMF-CNT-NCB-NUM-TXT-BLKS	NCB	V	GNBTXT	
CLMF-INDC-NET-SESSION	NCB	V	GNETSI	
CLMF-INDC-TST-PROD	NCB	U	GTPIND	
CLMF-CODE-NCB-XMIT-MODE	NCB	W	GXMODC	
CLMF-CODE-NCB-ERROR	NCB	U	GNCBER	
CLMF-CODE-NCB-TRANS-ORIGINATOR	NCB	P	GTRORG	
CLMF-CODE-NET-STATUS	NCB	U	GNETST	
CLMF-CODE-APPL-STATUS	NCB	R	GAPPST	
CLMF-DESC-MEC-MSG-LOCATOR	* 02/2	P	GMSLOC	
CLMF-MEC-SSA-VERIF	02/2	R	GMSVRC	
CLMF-DESC-RET-AS-RCVD-3	98/3	P	GRREC2	5

IH - HAVA VERIFICATION REQUEST (1761)

Call List Data Element Name	Block	Source	Element Code	Nbr Of Occurs
CLMF-NUMB-NCB-MSG-LEN	NCB	V	GMSLEN	
CLMF-CODE-MSG-DEST	NCB	W	GMSDST	
CLMF-CODE-ORIGIN	NCB	X	GMSORG	
CLMF-DATE-NCB-MSG	NCB	V	GMSDAT	
CLMF-TIME-NCB-MSG	NCB	V	GMSTIM	
CLMF-DESC-NCB-MSG-SEQ-ID	NCB	V	GMSSEQ	
CLMF-CODE-NET-APPL-ID	NCB	W	GAPPID	
CLMF-CODE-MSG-TYPE	NCB	W	GMSTYP	
CLMF-NUMB-NCB-SEG	NCB	U	GSGSEQ	
CLMF-INDC-NCB-LAST-SEG	NCB	U	GLSEGI	
CLMF-CNT-NCB-NUM-TXT-BLKS	NCB	V	GNBTXT	
CLMF-INDC-NET-SESSION	NCB	V	GNETSI	
CLMF-INDC-TST-PROD	NCB	U	GTPIND	
CLMF-CODE-NCB-XMIT-MODE	NCB	W	GXMODC	
CLMF-CODE-NCB-ERROR	NCB	U	GNCBER	
CLMF-CODE-NCB-TRANS-ORIGINATOR	NCB	T	GTRORG	
CLMF-CODE-NET-STATUS	NCB	U	GNETST	
CLMF-CODE-APPL-STATUS	NCB	R	GAPPST	
CLMF-DESC-MEC-MSG-LOCATOR	* 02/2	V	GMSLOC	
CLMF-CODE-SSN-LAST-4	09/1	R	DDVSLF	
CLMF-NAME-SSA	10/1	R	DDVNM4	
CLMF-DOB-CURRENT	* 10/1	R	DDVDOB	
CLMF-DESC-RET-AS-RCVD-3	98/3	O	GRREC2	5
CLMF-DESC-ERROR-CODE-OUT	* 99/1	O	GERCDO	5
CLMF-DESC-ERROR-MSG-OUT	* 99/1	O	GERMSO	5

RH - HAVA VERIFICATION RESPONSE (1762)

Call List Data Element Name	Block	Source	Element Code	Nbr Of Occurs
CLMF-NUMB-NCB-MSG-LEN	NCB	V	GMSLEN	
CLMF-CODE-MSG-DEST	NCB	W	GMSDST	
CLMF-CODE-ORIGIN	NCB	X	GMSORG	
CLMF-DATE-NCB-MSG	NCB	V	GMSDAT	
CLMF-TIME-NCB-MSG	NCB	V	GMSTIM	
CLMF-DESC-NCB-MSG-SEQ-ID	NCB	V	GMSSEQ	
CLMF-CODE-NET-APPL-ID	NCB	W	GAPPID	
CLMF-CODE-MSG-TYPE	NCB	W	GMSTYP	
CLMF-NUMB-NCB-SEG	NCB	U	GSGSEQ	
CLMF-INDC-NCB-LAST-SEG	NCB	U	GLSEGI	
CLMF-CNT-NCB-NUM-TXT-BLKS	NCB	V	GNBTXT	
CLMF-INDC-NET-SESSION	NCB	V	GNETSI	
CLMF-INDC-TST-PROD	NCB	U	GTPIND	
CLMF-CODE-NCB-XMIT-MODE	NCB	W	GXMODC	
CLMF-CODE-NCB-ERROR	NCB	U	GNCBER	
CLMF-CODE-NCB-TRANS-ORIGINATOR	NCB	P	GTRORG	
CLMF-CODE-NET-STATUS	NCB	U	GNETST	
CLMF-CODE-APPL-STATUS	NCB	R	GAPPST	
CLMF-DESC-MEC-MSG-LOCATOR	* 02/2	P	GMSLOC	
CLMF-MEC-SSA-VERIF	02/2	R	GMSVRC	
CLMF-DESC-RET-AS-RCVD-3	98/3	P	GRREC2	5

APPENDIX B - BLOCKS BY MESSAGE TYPE

The following information describes which blocks are used in which message. The description contains:

- Block Number.
- Block Name.
- Required / Optional indicator. The column shows if an occurrence of the block will be present in a message. Empty blocks (containing no data) are not transmitted, hence may not be present.
- Occurrence. When a message can contain a block multiple times, this column indicates the maximum number of times the block may appear. The occurrence is a count of the physical blocks used (a logical block that is 122 bytes long and is used 3 times would have an occurrence count of 6).

- SS - SSA VERIFICATION REQUEST - (1701)

Block Type/Sub-Type	Name	Comment	Occurs
00/0	NETWORK CONTROL BLOCK	Required	
02/2	CDLIS/DLR/PDPS MSG EXCHANGE CONTROL	Required	
09/1	PRIMARY STATE/DLN/SSN SOI	Required	
10/1	DRIVER NAME/DESCRIPTIVE DATA - SOI	Required	
98/3	RETURN AS RECEIVED BLOCK	Optional	5
99/1	EDIT/ERROR DESCRIPTIVE BLOCK - (all)	Optional	5

Variable Length: 264 to 924, in 14 Blocks of 66 characters.

- HS - SSA VERIFICATION RESPONSE - (1702)

Block Type/Sub-Type	Name	Comment	Occurs
00/0	NETWORK CONTROL BLOCK	Required	
02/2	CDLIS/DLR/PDPS MSG EXCHANGE CONTROL	Required	
98/3	RETURN AS RECEIVED BLOCK	Optional	5

Variable Length: 132 to 462, in 7 Blocks of 66 characters.

- IH - HAVA VERIFICATION REQUEST - (1711)

Block Type/Sub-Type - Name	Comment	Occurs
00/0 NETWORK CONTROL BLOCK	Required	
02/2 CDLIS/DLR/PDPS MSG EXCHANGE CONTROL	Required	
09/1 PRIMARY STATE/DLN/SSN SOI	Required	
10/1 DRIVER NAME/DESCRIPTIVE DATA - SOI	Required	
98/3 RETURN AS RECEIVED BLOCK	Optional	5
99/1 EDIT/ERROR DESCRIPTIVE BLOCK - (all)	Optional	5

Variable Length: 264 to 924, in 14 Blocks of 66 characters.

- RH - HAVA VERIFICATION RESPONSE - (1712)

Block Type/Sub-Type - Name	Comment	Occurs
00/0 NETWORK CONTROL BLOCK	Required	
02/2 CDLIS/DLR/PDPS MSG EXCHANGE CONTROL	Required	
98/3 RETURN AS RECEIVED BLOCK	Optional	5

Variable Length: 132 to 462, in 7 Blocks of 66 characters.

APPENDIX C - DATA ELEMENTS BY BLOCK

Each block used in the system is described in detail below. A block description includes the block name, block code and a list of all the application data elements. These physical block layouts may include data elements that are not used by this application. All data elements within a block are shown because this appendix describes the offset of a data element within a block. A physical block is transmitted as 66 bytes. In all blocks (except for the NCB), the first 5 bytes are reserved for addressing the block. This appendix shows the business data elements in bytes 6 through 66 (except for the NCB where all data elements are shown).

The description of an element consists of:

- the Code (reference to the data dictionary appendix)
- the Name of the data element
- the Type of the data element (AN=alpha-numeric, N=numeric)
- the Length in bytes
- Occurrences
- Position

A data element may be a group or an elementary element. A group element will be made up of a group of elementary elements. An elementary element may or may not be part of a group element. The code of elementary elements that make up a group are offset to the right by 2 characters.

It is possible for a data element to occupy the same position in a block as another element, that is they redefine the area used. In this appendix the second (and subsequent) element(s) is indicated with an '*R'.

The OCC column designates single and multiple occurrences of a data element in a block. The first (or only) occurrence of a data element has an OCC value of <blank>, the second occurrence has an OCC value of 1, the third occurrence has an OCC value of 2, etc.

The POS column provides the starting address of the data element within the logical block.

DATA ELEMENT	TYP	LENG	OCC	POS
GTNXPR - TRANSACTION CODE	AN	4		1
GMSLEN - MESSAGE LENGTH	AN	4		5
GMSDST - MESSAGE DESTINATION	AN	7		9
MSGPI - GAP CODE USER NETWORK ID	AN	3		9
- RESERVED	AN	4		12
GMSORG - MESSAGE ORIGIN	AN	7		16
GMSDAT - MESSAGE DATE	AN	6		23
GMSTIM - MESSAGE TIME	AN	6		29
GMSSEQ - MESSAGE SEQUENCE ID	AN	4		35
GAPPID - APPLICATION ID	AN	2		39
GMSTYP - MESSAGE TYPE	AN	2		41
GSGSEQ - SEGMENT SEQUENCE NUMBER	AN	2		43
GLSEGI - LAST SEGMENT INDICATOR	AN	1		45
GNBTXT - NUMBER OF TEXT BLOCKS COUNT	AN	2		46
R* GNBT9T - NUMBER OF TEXT BLOCKS COUNT	N	2		46
GNETSI - NETWORK SESSION INDICATOR	AN	1		48
GTPIND - TEST/PRODUCTION INDICATOR	AN	1		49
GXMODC - TRANSMIT MODE CODE	AN	1		50
GNCBER - NCB ERROR CODE	AN	1		51
GTRORG - TRANSACTION ORIGINATOR	AN	7		52
GNETST - NETWORK STATUS	AN	2		59
GAPPST - APPLICATION STATUS	AN	1		61
- RESERVED	AN	5		62

DATA ELEMENT	TYP	LENG	OCC	POS
GMSLOC - MESSAGE LOCATOR/HEADER	AN	26		1
GMSCNT - MESSAGE MATCH COUNT	AN	2		27
GMSIND - MESSAGE MATCH INDICATOR	AN	1		29
GMSMSI - MESSAGE MATCH SEQUENCE ID	AN	2		30
R* DTNSSC - SELECTIVE SERVICE INTERNAL CODE	AN	2		30
GPROST - PROCESSING STATUS	AN	2		32
GMSLMI - LAST MATCH INDICATOR	AN	1		34
GMSSOR - JURISDICTION CODE - STATE OF RECORD	AN	2		35
GMSDRV - MESSAGE DRIVER DATA	AN	23		37
GMSLEI - MESSAGE MATCH LIMIT EXCEEDED IND	AN	1		37
GMSPSW - MESSAGE SENDER PASSWORD	AN	7		38
GMSSCH - MESSAGE SOR CHANGE IN PROGRESS IND	AN	1		45
GMSDUP - MESSAGE DRIVER DUPLICATE INDICATOR	AN	1		46
GMSPRF - MESSAGE PROCESS FEE	AN	5		47
GMSCDL - MESSAGE AKA DLN COUNT	AN	1		52
GMSCSS - MESSAGE AKA SSN COUNT	AN	1		53
GMSCNM - MESSAGE AKA NAME COUNT	AN	1		54
GMSCAW - MESSAGE CAW INDICATOR	AN	1		55
GMSDEL - MESSAGE DELAYED SEARCH IND	AN	1		56
GMSNMI - MESSAGE NUMBER OF SEARCH NAMES	AN	1		57
GMSNMN - MESSAGE NUMBER OF UPDATE NAMES	AN	1		58
GMSVRC - SSA VERIFICATION RESPONSE CODE	AN	1		59

R*	IMGRP - Image Group	AN	23	37
	- RESERVED	AN	8	37
	GDIDST - IMAGE DESTINATION	AN	7	45
	- RESERVED	AN	3	52
	GDIRQT - IMAGE REQUEST TYPE	AN	1	55
R*	GDIERS - EXPECTED IMAGE RESPONSE INDICATOR	AN	1	55
	GDIRQN - NUMBER OF IMAGES REQUESTED	AN	2	56
R*	GDINST - NUMBER OF IMAGES SENT	AN	2	56
	GDIPST - IMAGE PROCESSING STATUS	AN	2	58
	- RESERVED	AN	1	60
	DEDELG - ELIGIBILITY INDICATOR	AN	1	61

- PRIMARY STATE/DLN/SSN SOI - (09/1)

	DATA ELEMENT	TYP	LENG	OCC	POS
	DDLJDL - DRIVER LICENSE JURIS NUMBER	AN	27		1
	DDLJU1 - DL CURRENT JURISDICTION CODE	AN	2		1
	DDLNUM - DRIVER LICENSE NUMBER	AN	25		3
R*	DDLJD6 - DL CURRENT JURISDICTION NUMBER	AN	27		1
	DDLJU7 - DL CURRENT JURISDICTION CODE	AN	2		1
	DDLNU6 - DRIVER LICENSE CURRENT NUMBER	AN	25		3
	DDVSS6 - DRIVER SSN - CDLIS	AN	9		28
R*	DDVSS3 - DRIVERS CURRENT SSN	AN	9		28
R*	DDVSSN - DRIVER SOCIAL SECURITY NUMBER	AN	9		28
R*	SSNGRP - SSN Group	AN	9		28
	DDVSFT - DRIVER SSN - FIRST THREE DIGITS	AN	3		28
	DDVSMT - DRIVER SSN - MIDDLE TWO DIGITS	AN	2		31
	DDVSLF - DRIVER SSN - LAST FOUR DIGITS	AN	4		33
	BJDTYP - STATE DOCUMENT TYPE	AN	1		37
	- RESERVED	AN	24		38

- DRIVER NAME/DESCRIPTIVE DATA - SOI - (10/1)

	DATA ELEMENT	TYP	LENG	OCC	POS
	DDVNAM - DRIVER NAME	AN	35		1
R*	DDVKNM - DRIVER AKA NAME	AN	35		1
R*	DDVKN2 - DRIVER AKA 2ND NAME	AN	35		1
R*	DDVKN3 - DRIVER AKA 3RD NAME	AN	35		1
R*	DDVNM2 - DRIVER CURRENT NAME	AN	35		1
R*	DDVNM4 - SSA DRIVER NAME	AN	35		1
R*	DDVKN4 - DRIVER AKA NAME - PDPS	AN	35		1
R*	DDVKN5 - DRIVER AKA 2ND NAME - PDPS	AN	35		1
R*	DDVKN6 - DRIVER AKA 3RD NAME - PDPS	AN	35		1
	DDVDOB - DRIVER DATE OF BIRTH	AN	8		36
R*	DDVKDB - DRIVER AKA DATE OF BIRTH	AN	8		36
R*	DDVKD2 - DRIVER AKA 2ND DATE OF BIRTH	AN	8		36
R*	DDVKD3 - DRIVER AKA 3RD DATE OF BIRTH	AN	8		36
R*	DDVDO3 - DRIVER CURRENT DATE OF BIRTH	AN	8		36
R*	DDVKD4 - DRIVER AKA DATE OF BIRTH - PDPS	AN	8		36
R*	DDVKD5 - DRIVER AKA 2ND DATE OF BIRTH - PDPS	AN	8		36

R*	DDVKD6 - DRIVER AKA 3RD DATE OF BIRTH - PDPS	AN	8	36
	DDVDSC - DRIVER DESCRIPTIVE INFORMATION	AN	18	44
	- RESERVED	AN	8	44
	DDVSEX - DRIVER SEX	AN	1	52
R*	DDVSX1 - DRIVER SEX - PDPS	AN	1	52
R*	DDVSX3 - DRIVER CURRENT SEX	AN	1	52
	DDVHGT - DRIVER HEIGHT	AN	3	53
	DDVHG1 - DRIVER HEIGHT - FEET	AN	1	53
	DDVHG2 - DRIVER HEIGHT - PLUS INCHES	AN	2	54
R*	DDVHT1 - DRIVER HEIGHT - PDPS	AN	2	53
R*	DDVHT3 - DRIVER CURRENT HEIGHT	AN	2	53
	DDVWGT - DRIVER WEIGHT	AN	3	55
R*	DDVWT1 - DRIVER WEIGHT - PDPS	AN	3	55
R*	DDVWT3 - DRIVER CURRENT WEIGHT	AN	3	55
	DDVEYE - DRIVER EYE COLOR	AN	3	58
R*	DDVEY1 - DRIVER EYE COLOR - PDPS	AN	3	58
R*	DDVEY3 - DRIVER CURRENT EYE COLOR	AN	3	58

- RETURN AS RECEIVED BLOCK - (98/3)

DATA ELEMENT	TYP	LENG	OCC	POS
GRREC2 - RETURN AS RECEIVED TEXT/BLOCK	AN	61		1

- EDIT/ERROR DESCRIPTIVE BLOCK - (all) - (99/1)

DATA ELEMENT	TYP	LENG	OCC	POS
GEROUT - ERROR BLOCK OUT	AN	61		1
GERELN - ERROR ELEMENT NUMBER - CDLIS	AN	4		1
R* GEREL9 - ERROR ELEMENT NUMBER	N	4		1
- RESERVED	AN	1		5
GERCDO - ERROR CODE OUT	AN	2		6
R* GERCD9 - ERROR CODE OUT	N	2		6
GERMSO - ERROR MESSAGE OUT	AN	54		8
R* GERPDP - ERROR BLOCK PDPS	AN	61		1
GERBTY - ERROR BLOCK TYPE	AN	2		1
GERBST - ERROR BLOCK SUBTYPE	AN	1		3
GERLIN - ERROR BLOCK LINE NUMBER	AN	2		4
GERCOD - ERROR CODE	AN	2		6
GERMSG - ERROR MESSAGE	AN	54		8
R* GERUEB - UNI ERROR BLOCK	AN	61		1
GERUEC - UNI ERROR CODE	AN	4		1
GERUCD - UNI ERROR INDICATOR	AN	1		5
GERU2C - UNI ERROR CODE LAST 2 CHARACTERS	AN	2		6
GERUET - UNI ERROR MESSAGE TEXT	AN	54		8

APPENDIX D - DATA DICTIONARY

APPENDIX D.1 - DATA ELEMENTS

The following table describes all the data elements used in the system. When the specification references elements, the data element code is listed. This table is listed in element code order to allow for easy reference.

Element Code	Business & Call List Names	Type /Len	Description & Values
BJUCDE	JURISDICTION CODE	AN	SOURCE OF ELEMENT: Motor Vehicle Agency
	CLMF-JURISDICTION-CODE	2	SOURCE OF DEFINITION: AAMVA A jurisdiction is an organization with power, right or authority to interpret and apply the law, or the limit or territory within which authority may be exercised. The codes listed describe the values used within the scope of AAMVA systems. VALUE MEANING/DESCRIPTION ----- United States ----- 'AK' Alaska 'AL' Alabama 'AR' Arkansas 'AZ' Arizona 'CA' California 'CO' Colorado 'CT' Connecticut 'DC' District of Columbia 'DE' Delaware 'FL' Florida 'GA' Georgia 'HI' Hawaii 'IA' Iowa 'ID' Idaho 'IL' Illinois 'IN' Indiana 'KS' Kansas 'KY' Kentucky 'LA' Louisiana 'MA' Massachusetts 'MD' Maryland 'ME' Maine 'MI' Michigan 'MN' Minnesota 'MO' Missouri 'MS' Mississippi 'MT' Montana 'NC' North Carolina

Element Code	Business & Call List Names	Type /Len	Description & Values
			'ND' North Dakota 'NE' Nebraska 'NH' New Hampshire 'NJ' New Jersey 'NM' New Mexico 'NV' Nevada 'NY' New York 'OH' Ohio 'OK' Oklahoma 'OR' Oregon 'PA' Pennsylvania 'RI' Rhode Island 'SC' South Carolina 'SD' South Dakota 'TN' Tennessee 'TX' Texas 'UT' Utah 'VA' Virginia 'VT' Vermont 'WA' Washington 'WI' Wisconsin 'WV' West Virginia 'WY' Wyoming ----- US Government Agencies ----- 'D2' U.S. Department of Justice 'DS' U.S. Department of State 'DT' U.S. Department of Transportation 'FH' Federal Motor Carrier Safety Administration (FMCSA used to be the OMC in the FHWA) 'GS' General Services Administration (GSA) 'IR' Internal Revenue Service (IRS) 'TS' Transportation Security Administration (TSA) ----- US Territorial Possessions ----- 'AS' American Samoa 'FM' Federal States of Micronesia 'GM' Guam 'MH' Marshal Islands 'MP' Northern Mariana Islands 'PW' Palau (till 1994) 'PZ' Panamanian Canal Zone (till December 2000) 'PR' Puerto Rico 'VI' Virgin Islands 'WK' Wake Island ----- Canada ----- 'AB' Alberta 'BC' British Columbia 'MB' Manitoba 'NB' New Brunswick 'NF' Newfoundland and Labrador 'NT' Northwest Territory 'NS' Nova Scotia 'NU' Nunavut

Element Code	Business & Call List Names	Type /Len	Description & Values
			'ON' Ontario 'PE' Prince Edward Island 'QC' Quebec 'SK' Saskatchewan 'YT' Yukon Territory ----- Mexico ----- 'MX' Mexico (United Mexican States) 'AG' Aguascalientes 'BA' Baja California 'BJ' Baja California Sur 'CE' Campeche 'CH' Chihuahua 'CI' Chiapas 'CL' Colima 'CU' Coahuila de Zaragoza 'DF' Distrito Federal Mexico 'DO' Durango 'EM' Estado de Mexico (the state within the country) 'GR' Guerrero 'GU' Guanajuato 'HL' Hidalgo 'JL' Jalisco 'MC' Michoacan de Ocampo 'MR' Morelos 'NA' Nayarit 'NL' Nuevo Leon 'OA' Oaxaca 'PB' Puebla 'QR' Quintana Roo 'QU' Queretaro de Arteaga 'SI' Sinaloa 'SL' San Luis Potosi 'SO' Sonora 'TA' Tamaulipas 'TB' Tabasco 'TL' Tlaxcala 'VC' Veracruz-Llave 'YU' Yucatan 'ZA' Zacatecas
DDLJU1	DL CURRENT JURISDICTION CODE CLMF-CODE-ST-CURR	AN 2	SOURCE OF ELEMENT: Motor Vehicle Agency SOURCE OF DEFINITION: AAMVA The code of the jurisdiction that issued the most recent license. VALUE MEANING/DESCRIPTION See Jurisdiction Code BJUCDE for the list of values.
DDLNUM	DRIVER LICENSE NUMBER	AN	SOURCE OF ELEMENT:

Element Code	Business & Call List Names	Type /Len	Description & Values
	CLMF - CODE - DLN - CURR	25	Licensing jurisdiction; individual's driver license; accident report forms SOURCE OF DEFINITION: AAMVA The driver license number provides a single unique index or key useful within a jurisdiction to locate a driver.
DDVDOB	DRIVER DATE OF BIRTH CLMF - DOB - CURRENT	AN 8	SOURCE OF ELEMENT: The individual who applies for a driver license; Driver license; Accident report SOURCE OF DEFINITION: D20/79; AAMVA Data Dictionary/94 #7 The birth date of a driver. The date format is CCYYMMDD.
DDVNM4	SSA DRIVER NAME CLMF - NAME - SSA	AN 35	SOURCE OF ELEMENT: Insurer; Driver SOURCE OF DEFINITION: AAMVA The full name of the driver. See the SSA Person Name Formatting Rules for the complete set of rules governing the format of a person's name.
DDVSLF	DRIVER SSN - LAST FOUR DIGITS CLMF - CODE - SSN - LAST - 4	AN 4	SOURCE OF ELEMENT: Social Security Administration; DL application SOURCE OF DEFINITION: Social Security Administration The last four digits of the Social Security Number. SSA assigns a sequential number within a group, to the last four digits. VALUE MEANING/DESCRIPTION NUMERIC VALUES WHEN PRESENT
DDVSSN	DRIVER SOCIAL SECURITY NUMBER CLMF - CODE - SSN - CURRENT	AN 9	SOURCE OF ELEMENT: Social Security Administration; DL application SOURCE OF DEFINITION: D20/79; AAMVA Data Dictionary/94 #6; Social Security Administration The unique number assigned by the Social Security Administration to an individual, who is a driver.

Element Code	Business & Call List Names	Type /Len	Description & Values
			VALUE MEANING/DESCRIPTION NUMERIC VALUES WHEN PRESENT
GAPPID	APPLICATION ID CLMF-CODE-NET-APPL-ID	AN 2	SOURCE OF ELEMENT: Motor Vehicle Agency SOURCE OF DEFINITION: AAMVA The Application ID uniquely identifies an application used by a site to exchange information with another site through AAMVAnet. VALUE MEANING/DESCRIPTION '01' (Old NDR) '02' CDLIS '03' DLR '04' AAMVAnet '05' SR22/26 '06' RRT '07' E/MCO '08' RLA '09' (Old NRVC) '10' ELT '11' NMVTIS release 1 '12' PDPS '13' BPEVR '14' PRISM AMIE '15' DVD '16' VI '17' SSOLV '18' PRISM X12 '19' EDL '20' SSR '21' NLETS Driver Queries '22' NMVTIS release 2 '23' PPI for NMVTIS '24' EVVER '25' AID '26' ENS '27' VIN Ping '99' IBM KIOSK
GAPPST	APPLICATION STATUS CLMF-CODE-APPL-STATUS	AN 1	SOURCE OF ELEMENT: Network; Applications SOURCE OF DEFINITION: AAMVA The Application Status defines the status of an application. It must be filled in when responding to a message. VALUE MEANING/DESCRIPTION ' ' Outbound message default

Element Code	Business & Call List Names	Type /Len	Description & Values
			'0' Status OK '1' Application inactive '2' Application invalid '3' Application security error '9' Application window closed
GERCDO	ERROR CODE OUT CLMF-DESC-ERROR-CODE-OUT	AN 2	SOURCE OF ELEMENT: System reporting error SOURCE OF DEFINITION: AAMVA The Error Code Inbound/Outbound contains the Error Code related to the Element in error in the message's error block.
GERMSO	ERROR MESSAGE OUT CLMF-DESC-ERROR-MSG-OUT	AN 54	SOURCE OF ELEMENT: System reporting error SOURCE OF DEFINITION: AAMVA The Error Message Text contains a description of the error that was encountered.
GLSEGI	LAST SEGMENT INDICATOR CLMF-INDC-NCB-LAST-SEG	AN 1	SOURCE OF ELEMENT: Message originator SOURCE OF DEFINITION: AAMVA When there is too much data to fit into a single message, the message is split into multiple segments. The Last Segment Indicator specifies whether or not this is the last segment for the message. VALUE MEANING/DESCRIPTION 'Y' Yes this is the last segment 'N' No this is not the last segment
GMSDAT	MESSAGE DATE CLMF-DATE-NCB-MSG	AN 6	SOURCE OF ELEMENT: Message originator SOURCE OF DEFINITION: AAMVA The Message Date represents the date that the message was sent. The format is YYMMDD.
GMSDST	MESSAGE DESTINATION CLMF-CODE-MSG-DEST	AN 7	SOURCE OF ELEMENT: Motor Vehicle Agency SOURCE OF DEFINITION: AAMVA

Element Code	Business & Call List Names	Type /Len	Description & Values
			The Message Destination contains the network ID of the destination of the message.
GMSLEN	MESSAGE LENGTH CLMF - NUMB - NCB - MSG - LEN	AN 4	SOURCE OF ELEMENT: Message originator; Department of Motor Vehicle SOURCE OF DEFINITION: AAMVA The Message Length specifies the length of the Network Message in bytes. The length is calculated as: ((Number of Text blocks + 1) * 66)
GMSLOC	MESSAGE LOCATOR/HEADER CLMF - DESC - MEC - MSG - LOCATOR	AN 26	SOURCE OF ELEMENT: Transaction originator SOURCE OF DEFINITION: AAMVA The Message Locator/Header contains information necessary to match up confirmations and/or responses to their respective originating messages. The originator of the initial message in a transaction sets a value in the locator. Subsequent messages in the transaction pass along the locator from the original message. The locator generated by UNI is composed of: - date - 6 bytes - time - 6 bytes - sequence - 4 bytes - spaces - 4 bytes - message splitting destination count - 1 byte - "UNI" - 3 bytes - initial message type in transaction - 2 bytes VALUE MEANING/DESCRIPTION - message splitting destination count - 1 byte
GMSORG	MESSAGE ORIGIN CLMF - CODE - ORIGIN	AN 7	SOURCE OF ELEMENT: Message originator SOURCE OF DEFINITION: AAMVA The Message Origin contains the network ID of the site from which the message was originally sent.
GMSSEQ	MESSAGE SEQUENCE ID CLMF - DESC - NCB - MSG - SEQ - ID	AN 4	SOURCE OF ELEMENT: Message originator SOURCE OF DEFINITION:

Element Code	Business & Call List Names	Type /Len	Description & Values
			<p>AAMVA</p> <p>The Message Sequence ID is used to uniquely identify a given message from all others generated by the same originator within the same second.</p> <p>VALUE MEANING/DESCRIPTION NUMERIC VALUES WHEN PRESENT</p>
GMSTIM	<p>MESSAGE TIME</p> <p>CLMF - TIME - NCB - MSG</p>	<p>AN</p> <p>6</p>	<p>SOURCE OF ELEMENT: Message originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Message Time contains the time the message was sent. The format is HHMMSS, where HH can be 00 to 23.</p>
GMSTYP	<p>MESSAGE TYPE</p> <p>CLMF - CODE - MSG - TYPE</p>	<p>AN</p> <p>2</p>	<p>SOURCE OF ELEMENT: Message originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Message Type uniquely identifies the kind of message within the given application.</p>
GMSVRC	<p>SSA VERIFICATION RESPONSE CODE</p> <p>CLMF - MEC - SSA - VERIF</p>	<p>AN</p> <p>1</p>	<p>SOURCE OF ELEMENT: Social Security Administration</p> <p>SOURCE OF DEFINITION: Social Security Administration</p> <p>A code indicating the result of an inquiry to the Social Security Administration for a Social Security Number.</p> <p>VALUE MEANING/DESCRIPTION SSN VERIFICATION RESPONSE</p> <p>1 SSN, Name and Date of Birth Matched; SSA records indicate person is alive</p> <p>2 Impossible or invalid SSN</p> <p>3 Name did not match, Date of Birth matched</p> <p>4 Name matches, Date of Birth did not match</p> <p>5 No match (on Name and Date of Birth)</p> <p>6 SSN, Name and Date of Birth matched; SSA records indicate person is deceased</p> <p>7 SSN did not verify; other reason</p> <p>9 System Error. Unable to process at this time</p> <p>HAVA RESPONSE</p> <p>S Invalid input data</p> <p>T Multiple matches - All deceased</p> <p>V Multiple matches - All alive</p>

Element Code	Business & Call List Names	Type /Len	Description & Values
			<p>W Multiple matches - At least one alive</p> <p>X Single Match - Alive</p> <p>Y Single Match - Deceased</p> <p>Z No Match</p> <p>9 System Error, unable to process at this time</p>
GNBTXT	<p>NUMBER OF TEXT BLOCKS COUNT</p> <p>CLMF - CNT - NCB - NUM - TXT - BLKS</p>	<p>AN</p> <p>2</p>	<p>SOURCE OF ELEMENT: Message originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Number of Text Blocks Count contains the count of the number of text blocks within the given text pool. It does NOT include the NCB block, so the value will range from 0 to 54.</p> <p>For example, if the message contains an NCB, a Message Exchange Control Block, and a Vehicle Identification Block, this field will contain a value of '02'.</p> <p>VALUE MEANING/DESCRIPTION NUMERIC VALUES WHEN PRESENT</p>
GNCBER	<p>NCB ERROR CODE</p> <p>CLMF - CODE - NCB - ERROR</p>	<p>AN</p> <p>1</p>	<p>SOURCE OF ELEMENT: Network; Application</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The NCB Error Code is a flag to indicate whether an error has been detected on a given message. The field is also used to indicate that the message could not be delivered to its destination.</p> <p>VALUE MEANING/DESCRIPTION 'N' No error, this is the default value. 'Y' Error, detected by application or network interface. 'U' Undeliverable (set by the network).</p>
GNETSI	<p>NETWORK SESSION INDICATOR</p> <p>CLMF - INDC - NET - SESSION</p>	<p>AN</p> <p>1</p>	<p>SOURCE OF ELEMENT: Message initiator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Network Session Indicator specifies whether or not the message is sent through NCS.</p> <p>VALUE MEANING/DESCRIPTION 'Y' Yes 'N' No</p>

Element Code	Business & Call List Names	Type /Len	Description & Values
GNETST	NETWORK STATUS CLMF-CODE-NET-STATUS	AN 2	<p>SOURCE OF ELEMENT: Network; Application</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Network Status contains the status of the network. This value is entered by NCS or by UNI.</p> <p>VALUE MEANING/DESCRIPTION ' ' Outbound message default '00' Status Ok '01' Destination inactive '02' Destination not registered '03' Destination not defined '04' Origin error '05' Message length error '06' Billing ID error '07' Received undeliverable '08' Invalid message ID '11' TRAC/NCS down '98' Network window closed '99' Local network down</p>
GRREC2	RETURN AS RECEIVED TEXT/BLOCK CLMF-DESC-RET-AS-RCVD-3	AN 61	<p>SOURCE OF ELEMENT: Transaction originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>A free form field that allows a transaction originator to store data in a message.</p>
GSGSEQ	SEGMENT SEQUENCE NUMBER CLMF-NUMB-NCB-SEG	AN 2	<p>SOURCE OF ELEMENT: Message originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>If a message is too large to be contained in one segment, it is split into multiple segments. The Segment Sequence Number is used to specify which, in a possible series of segments, is current.</p> <p>VALUE MEANING/DESCRIPTION NUMERIC VALUES WHEN PRESENT</p>
GTPIND	TEST/PRODUCTION INDICATOR CLMF-INDC-TST-PROD	AN 1	<p>SOURCE OF ELEMENT: Message originator</p> <p>SOURCE OF DEFINITION: AAMVA</p> <p>The Test / Production Indicator specifies whether to route the message to Test or Production at the site.</p>

Element Code	Business & Call List Names	Type /Len	Description & Values
			VALUE MEANING/DESCRIPTION 'T' Test 'P' Production
GTRORG	TRANSACTION ORIGINATOR CLMF - CODE - NCB - TRANS - ORIGINATOR	AN 7	SOURCE OF ELEMENT: Transaction originator SOURCE OF DEFINITION: AAMVA The Transaction Originator contains the network ID of the site that originated the transaction. On the initial message in a transaction, it contains the origin of the message. On subsequent messages in the transaction the value from the original message is passed along.
GXMODC	TRANSMIT MODE CODE CLMF - CODE - NCB - XMIT - MODE	AN 1	SOURCE OF ELEMENT: Message originator SOURCE OF DEFINITION: AAMVA The Transmit Mode Code indicates the type of network service used during the transmission. VALUE MEANING/DESCRIPTION '1' NCS '2' Information Exchange '3' Batch

APPENDIX D.2 - SSA Name Formatting Rules

The following rules apply to the person's name. The rules are similar to the name formatting rules used in most AAMVA applications, but a few differences exist.

1. Rules for Delimiting Components within the Name Field

The Name field contains three components, separated with the "@" character:

- Last Name (required)
- @ (required)
- First Name (required)
- @ (required if Middle Name component follows, otherwise optional)
- Middle Name (optional)
- @ (required if Middle Name component contains imbedded blank, otherwise optional)

Each Name field component may consist of a single name or a compound name containing one imbedded blank. All blanks beyond the first must be removed.

Title, Prefix and Suffix components are not used.

A trailing "@" delimiter is required if the trailing Name field component contains an imbedded blank, otherwise it is optional.

Valid Formats:

```
LAST@FIRST@@@  
LAST@FIRST  
LAST1 LAST2@FIRST1 FIRST2@
```

An "@" delimiter embedded between the Last Name and First Name components is required. A trailing "@" delimiter is required if the trailing Name field component contains an imbedded blank, otherwise it is optional.

```
LAST@FIRST@MIDDLE@  
LAST@FIRST@MIDDLE  
LAST1 LAST2@FIRST1 FIRST2@MIDDLE1 MIDDLE2@
```

If a Middle Name component is submitted, "@" delimiters imbedded between the Last Name and First Name components, and between the First Name and Middle Name components, are required. A trailing "@" delimiter is required if the trailing Name field component contains an imbedded blank, otherwise it is optional.

Invalid Formats:

```
LAST@FIRST@MIDDLE@JR
```

A non-blank value occurs after the third delimiter.

LAST@FIRST@MIDDLE@@

The delimiter occurs more than 3 times.

LAST@FIRST@MIDDLE1 MIDDLE2

The trailing Name field component contains an imbedded blank, but a trailing "@" delimiter is missing.

LAST1 LAST2 LAST3@FIRST@MIDDLE

A Name field component contains a compound name with more than one imbedded blank.

2. Field Length and Truncation Rules

The full Name field has a maximum length of 35 characters including the internal and trailing delimiters (e.g., SMITH@JOHN WILLIAM@JAMES ROBERTSON@ => 35 characters). The Name field components, their lengths and an example of the maximum length, are shown below:

Last Name: 1 to 33 characters

LASTNAMEXXXXXXXXXXXXXXXXXXXXXXXXXXXX@F

First Name: 1 to 33 characters

L@FIRSTNAMEXXXXXXXXXXXXXXXXXXXXXXXXXX

Middle Name: 0 to 31 characters

L@F@MIDDLENAMEXXXXXXXXXXXXXXXXXXXX

If the length of the Name field exceeds 35 characters, truncation must begin with the right-most character of the Middle Name component (if any) and proceed to the left. The first character of the Middle Name component (i.e., the initial of the first occurring middle name) must never be truncated.

If the length of the Name field still exceeds 35 characters, truncation must continue with the right-most character of the First Name component and proceed to the left. The first four characters of the First Name component must never be truncated because SSA may use them for matching.

If the length of the Name field still exceeds 35 characters, truncation must continue with the right-most character of the Last Name component and proceed until 35 total characters remain (including delimiters, truncated first name and middle initial, if any). The first 28 characters of the Last Name component must never be truncated.

The following illustrates these rules:

- a) Begin truncation with the Middle Name component, starting from the right. If the truncated Middle Name component contains an imbedded blank, truncate one more letter from the right and replace it with a trailing "@" character.

from: FirstNm Two MidNm LastNameAbcdefghij Jr

to: LASTNAMEABCDEFGHJI@FIRSTNM@TWO MID@

b) Leave the first character of the Middle Name component and continue truncation with the First Name component, from the right

from: FirstNm Two MidNm LastNameAbcdefghijklmnopqr Jr
to: LASTNAMEABCDEFGHIJKLMNOPQR@FIRSTN@T

c) Leave the first four characters of the First Name component, the first character of the Middle Name component, and continue truncation with the Last Name component, from the right

from: FirstNm Two MidNm LastNameAbcdefghijklmnopqrstuvwxyz Jr
to: LASTNAMEABCDEFGHIJKLMNOPQRST@FIRS@T

3. Validation Rules

First Name and Last Name components are required; the Middle Name component is optional.

Each Name field component contains only alphabetic characters and up to one imbedded blank for compound names. Other non-alphabetic characters must be deleted when a Name field component is coded.

All alphabetic characters must be in upper case: (A-Z).

Each Name field component may consist of a single name or a compound name. Compound names must contain one blank separating the names: hyphens are not allowed (e.g.: Smith-Barney => Smith Barney; Mary-Ellen => Mary Ellen). All blanks beyond the first must be removed.

Numbers, apostrophes, periods, slashes, quotes or special characters (# \$ %) are not allowed.

For individuals who use only one name, the Name field components must be coded as follows:

First Name: "UNK" or "UNKNOWN" (unknown)

Middle Name: blank

Last Name: Name used (ex: Cher, Madonna)

(ex: Madonna => MADONNA@UNK or MADONNA@UNKNOWN)

The following illustrates these rules:

i) Compound name may have one imbedded blank, no hyphens

from: FirstName Last-Name
to: LAST NAME@FIRSTNAME

ii) No apostrophes allowed

from: FirstName O'LastName

to: OLASTNAME@FIRSTNAME

iii) No numbers allowed

from: FirstName LastName
to: LASTNAME@FIRSTNAME

iv) First Name and Last Name components required

from: OnlyOneNameUsed
to: ONLYONENAMEUSED@UNK

v) No periods allowed

from: FirstName LastName.com
to: LASTNAMECOM@FIRSTNAME

vi) No special characters allowed

from: First\$Name LastName
to: LASTNAME@FIRSTNAME

vii) In compound name, all blanks beyond first must be removed

from: FirstName LastName1 LastName2 LastName3
to: LASTNAME1 LASTNAME2LASTNAME3@FIRSTNAME

4. Examples of Atypical Names

Name: Honorable Roy A Bean, Esquire (a full name that contains a title and a suffix; neither of these name components are used)

Representation: BEAN@ROY@A

Name: John Joseph Patrick Smith (two middle names)

Representation: SMITH@JOHN@JOSEPH PATRICK@

Name: John Smith (no middle name)

Representation: SMITH@JOHN@

Name: Rainmaker-Jolly (a hyphenated single name)

Representation: RAINMAKER JOLLY@UNK

Name: John I (a single-letter last name)

Representation: I@JOHN

Name: JR Smith (a first name that consists of two letters resembling initials)
Representation: SMITH@JR

Name: Jonathan Jehosephat Jingleheimer Smith Jr. (a long full name that includes a compound middle name and requires truncation of the Middle Name component)
Representation: SMITH@JONATHAN@JEHOSEPHAT JINGLEHE@

Name: Jonathan Benjamin Jehosephatty-Jingleheimer (a long full name that includes a compound last name and requires truncation of the coded First Name and Middle Name components)
Representation: JEHOSEPHATTY JINGLEHEIMER@JONATHA@B

Name: John Paul De La Rue (a compound last name with more than one imbedded blank)
Representation: DE LARUE@JOHN@PAUL

APPENDIX E - CALL LIST

The call list is the COBOL layout of data passed between UNI and the application programs. It is used for data coming to and from UNI. Depending on options selected, the data may be passed in files or queues.

The UNI group at AAMVA is responsible for distributing UNI and the COBOL copybooks containing the call list(s). Developers who are not using COBOL may request Offset Reports from the UNI group. Offset Reports provide the addresses of the elements within the call list. When contacting the UNI Help Desk (UNIhelpdesk@aamva.org) for copies of call list(s) or Offset Report(s), please specify the application(s) and the release of the application.

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

MARCH 18, 2014

ADDENDUM C

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

On March 17, 2014, a pre-proposal conference was held at the Office of Elections in Pearl City. Vendors attended in person and through a conference call. All vendors confirmed that they had received and reviewed Addendum B, which had been issued earlier that day. Addendum B contained the written response to those written questions that had been submitted in advance of the pre-proposal conference, in addition to various changes to the RFP.

The participants were reminded that unless a change is made by written addendum to the RFP, nothing stated at the pre-proposal conference shall change the solicitation. Additionally, participants were reminded that the deadline for the submission of any written questions is March 20, 2014.

I. RESPONSES TO QUESTIONS

The following is a summary of the questions asked at the pre-proposal conference and our corresponding written responses.

Question 1: As it relates to page 12 of Appendix C, what system will generate the bar code and will it be the new system or come from the existing system?

Answer 1: Currently each county has its own separate system. However, as stated in the RFP the capability to include machine readable codes should be a system architectural element that is supported throughout the system. As such, counties may utilize this feature of

the new system and migrate away from their current separate systems.

Question 2: Does a vendor need a to have Hawaii General Excise Tax Number before the award of the contract or can it be provided after the contract is awarded?

Answer 2: No contract may be awarded without the appropriate responsibility documentation having been provided. Among these requirements, as stated in the RFP in Section 6.090, is the submission of a tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service. Offerors should review Section 6.090, including the reference to Hawaii Compliance Express. We cannot provide tax advice as to what is required to receive a tax clearance certificate.

Offerors should be aware that even if they receive the otherwise highest score, if they do not have their paperwork in order by the time of award, the State may need to move on to the next highest scoring Offeror who can in fact be found to be responsible.

Question 3: As it relates to Section 4.030 Format and Content, Key Personnel Qualifications and Experience, can you clarify who the no donations reference applies to?

Answer 3: The RFP clearly states in Section 4.030 that “[t]he 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.” No changes will be made to this portion of the RFP.

Question 4: With the deadline for any addendum in response to written inquires being March 27, 2014, proposals due on April 4, 2014, would the State of Hawaii consider extending the deadline for when proposals are due?

Answer 4: The current deadline stands in the RFP and will not be changed by this addendum. The State reserves the right to revisit the deadline for proposals when it issues its final addendum, to the extent it believes it is appropriate to do so.

Question 5: What kind of database does the current SVRS use?

Answer 5: We assume this question relates to the data migration effort and as stated in the Data Migration/Conversion Requirements document, Appendix C – Specifications 023-025, the vendor will be provided fixed file, text file exports for each segment of the database so that the type of database is irrelevant.

Question 6: Are Offerors able to add the General Excise Tax to the amount of their proposal price?

Answer 6: No. The contract is a firm fixed price contract. As such, any proposal price should not be in the form of \$XXX.00 plus GET. Section 4.030 Format and Content, at page 15, clearly states that “[t]he Offeror’s price should be inclusive of any taxes.” Emphasis added.

Question 7: As it relate to Section 6.180 Invoicing, will the Offeror need to actually invoice the counties?

Answer 7: Generally speaking, any invoicing will be directly to the State. However, there may be times when the State has worked out with the counties certain circumstances in which the counties should be separately invoiced. If this occurs, the vendor will be given specific instructions.

Question 8: As it relates to permission to access data, will the counties be limited to accessing only their own data for updates?

Answer 8: Counties will have access to their own data, but they can view the statewide data.

Question 9: What type of data warehouse does the State have?

Answer 9: The State does not currently have a data warehouse. For the sake of clarity, a data warehouse is not required and was only referenced as a design option. At a minimum, the vendor should clearly identify the design strategy employed to maintain optimal real-time transaction times when OLTP is being used for processor intensive functions. Reference Appendix C – Specifications 017.

Question 10: In regard to ID badges being printed, does the vendor provide data extract?

Answer 10: Yes, the badge data set should be treated as a data extract report that can be produced by the proposed solution. The county election officials would run, process, and print each badge utilizing the data extract.

Question 11: What type of paper is used for the badges?

Answer 11: Regular badge material. However, as noted in Answer 10, the county election officials, not the Offeror, would run, process, and print each badge utilizing the data extract.

Question 12: Is the total number of users 20 to 30, as that number is referred to in reference to training individuals?

Answer 12: The 20 to 30 individuals who would be trained are expected to serve as trainers of additional people to use the system. Estimated number of users is found under the Performance heading in Appendix C – Specifications 015.

Question 13: As it relates to Section 6.140 Proposal Acceptance Period, the proposal quoted price is to be firm for 365 days. Regarding hardware, since prices can easily change, how should that be addressed?

Answer 13: To the extent we understand the question, we have several responses.

First, as noted in Answer 20 in Addendum B, no deployment hardware is required to be provided. As such, the vendor would not be responsible for factoring into its proposal price the cost of the deployment hardware, deployment software, and related deployment costs that may be necessary, as the State would provide the deployment hardware, deployment software, and related deployment costs to host the software solution.

Second, as noted in Answer 20 to Addendum B, the Offeror is to explain in its proposal what type of deployment hardware it would envision would be necessary for the State to utilize. This should also include the expected cost of the deployment hardware. Additionally, the Offeror is expect to explain in its proposal what type of deployment software and related deployment costs it envisions as necessary. Any responses would be based on the Offeror's understanding of the deployment hardware, deployment

software, and related deployment costs that exists at the time of the proposal and its cost. While the cost to the State to purchase deployment hardware, deployment software, and related deployment costs at the time of the submission of the proposal, to utilize the solution developed by the Offeror may be relevant to the criteria of the technical capability and solution approach, it will not be factored into the pricing criteria.

Third, we wish to make it clear that the Offeror is entirely responsible for any development hardware, development software, and related development costs.

Question 14: Will counties be authorized to make changes in the data from another county? Specifically, will a county be able to move a voter from one county to another county?

Answer 14: No, one county will not be able to make changes to another county's data. If a voter moves from one county to another within the state and submits a new voter registration application in the new county, the new county will be able to move the existing voter registration record from the old county to the new county.

II. CHANGES TO THE RFP

The answers to the questions above are incorporated into the RFP and hereby amend the RFP. The following additional changes are made to the RFP. Material that is repealed is bracketed and stricken. New material is underscored.

1. Attachment 3 – Wage Certificate for Service Contracts is hereby deleted and replaced with a new Attachment 3 that includes a signature block. The new Attachment 3 is attached to this addendum.

2. Section 4.030 Format and Content, Part 3. Pricing, page 15, is amended as follows:

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, 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. In terms of scoring price, the grand total price will be used for calculation purposes. The optional extensions related to

maintenance costs will not be factored into the scoring for price but may be factored into other scoring portions of the RFP.

While we expect the solution software to be substantially the same regardless of which deployment model is used, we expect that the deployment hardware, deployment software, and related deployment requirements for the State may differ between deployment models. The vendor is not expected to host the solution. However, the Offeror should articulate in its proposal what the different deployment hardware, deployment software, and related deployment costs would be that are associated with each deployment model it proposes. As the Offeror is not responsible for actually purchasing said deployment hardware, deployment software, or related deployment costs, said costs, will not be factored into the criteria of price, but they may be factored into the criteria of technical capability and solution approach.

Finally, we wish to make it clear that the Offeror is entirely responsible for any development hardware, development software, and related development costs.

3. Appendix C – Specifications 017 is amended as follows:

The objectives of these foregoing requirements is to maintain optimal real-time transaction times when the OLTP is being used for processor [~~insensitive~~] intensive functions.

4. Appendix C – Specifications 016 is amended as follows:

Webserver Capacity

The webserver must be capable of supporting up to ~~400~~ 200 simultaneous county users at peak times (prior to and during elections), or ~~20~~ 30 users at non-peak times. County users could use the system heavily at peak times, with up to 100 page views per user per hour on average, or ~~40,000~~ 30,000 page views per hour maximum. In addition, the webserver must be capable of supporting up to 250,000 visits by voters (~~1 voter in 10?~~) in the two months prior to an election, with 5 page views per visit on average and an estimated peak of 25,000 page views per hour. Combined, that's an estimated maximum of ~~35,000~~ 55,000 page views per hour.

Application Server Capacity

The application server must be able to support nearly as many transactions as webserver page views since most page views are dynamic pages requiring database access. Therefore, the application server must be able to support an estimated maximum of ~~30,000~~ 50,000 transactions per hour.

**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 _____

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

MARCH 17, 2014

ADDENDUM B

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

I. RESPONSES TO QUESTIONS

The following were questions received by the Office of Elections after the issuance of the RFP. The answers are hereby incorporated into the RFP.

Question 1: Will the Offeror only be responsible for converting data from a state-wide source and not any county systems?

Answer 1: The data will come from the following: (1) the current statewide voter registration system, which is managed by the City and County of Honolulu; (2) the individual counties who maintain signature images; and (3) the vendor for the driver license and state identification card system who produces the cards that include a digital signature image that it captured for each card recipient.

Question 2: As it relates to Appendix C, is there an ability to get it as an MSWord document or confirm that no changes have been made from the version included with the RFI?

Answer 2: As a courtesy, Appendix C is available as a text searchable PDF. However, to the extent there are any differences between the text searchable version and the version that has been posted, the version that has been posted will control. Additionally, any text searchable PDF version that is provided will not include any amendments that have been made to Appendix C by addendum.

There have been changes made to Appendix C since the RFI. As such, no vendor should rely upon any language in the RFI and instead should respond to the language of the RFP.

Any requests for the text searchable Appendix C should be directed to the procurement officer.

Question 3: In regard to training, can you elaborate on the location, capacity of the training facility at each location, and the number of users at each location that the Offeror would be expected train?

Answer 3: The State expects the Offeror to propose an appropriate training program for their solution. The State will supply a central training location to accommodate representatives from each county and the Office of Elections, for a total of a total of between 20 to 30 users (i.e. approximately 4 to 6 users per county and the Office of Elections). The Offeror's proposal shall indicate the approximate number of days required for training in the central training location or if it would provide training in small settings in each of the four counties and the Office of Elections.

Question 4: Are there any internal constraints or preferences that would cause the State of Hawaii to evaluate proposed timelines either more positively or negatively regarding the 2016-2018 implementation window?

Answer 4: It is mandatory that the online voter registration system be operational for voter registration purposes in advance of the 2016 Primary Election. As such, the system should be operational by January 4, 2016. In regard to the statewide voter registration system and election management system, they need to be operational by January 2, 2018.

However, to the extent the statewide voter registration system is not completed by the same time that the online voter registration system is to be completed, which is January 4, 2016, then the online voter registration system must work seamlessly with the present statewide voter registration system. Subsequently, the online voter registration would need to be modified, if necessary, to ensure that it works seamlessly with the statewide voter registration system by the time it is rolled out.

As it relates to the election management system, similar issues of working seamlessly with the statewide voter registration system and online voter registration system would apply.

Question 5: The RFP at page 17, Section 4.030, asks for “the address, telephone and fax numbers, and email address of key personnel.” Would the State of Hawaii consider removing this from the RFP given the confidential nature of the information?

Answer 5: The vendor can provide its general business address, telephone number, fax number, and email address for each individual. However, to the extent key personnel will be working out of a place different than the principal business address of the vendor, then it should provide the corresponding general business information associated with the location of the key personnel.

Question 6: The RFP at page 15, Section 4.030, references worksheets in Appendix C – Cost Analysis (058-063). The worksheets includes the hourly rate for various positions, the number of hours, and the project expense. Would the State of Hawaii consider removing the hourly rate requirement or in the alternative consider a blended rate?

Answer 6: It should first be noted that the present RFP seeks a fixed price contract and not a time and materials contract. In other words, we will not be paying a vendor based on an invoice that says a specific amount of hours were completed and multiplying that by a specific hourly rate for each position or a blended hourly rate. Instead, we will be paying a fixed price for delivery under the contract, subject to any terms of the RFP.

The Appendix C worksheets are meant to support the reasonableness of your price and can be used, in part, to understand how you envision completing the project, and whether your approach is reasonable.

As noted in Section 4.030, it must be determined that your proposed fixed price is reasonable. While the vendor is provided a non-exhaustive list of possible documentation to help support that representation, the Appendix C worksheets are mandatory. The hourly rates in the worksheets facilitate our ability to compare your stated hourly rate for various positions with the marketplace. Likewise the amount of hours you propose for each position facilitates our ability to understand if it is consistent with the marketplace for similar work.

In conclusion, the hourly rates must be included and blended rates will not be accepted.

Question 7: In regard to Appendix C – Specifications 054-055, it states that the list of election management system reports is not comprehensive. Would it be

possible to specify the approximate number of additional election managements system reports that may be needed and the complexity of each?

Answer 7: No. However, a list of the reports utilized by our current election management system is attached to this addendum.

Question 8: Does the State of Hawaii require the maintenance extensions to be included in the pricing?

Answer 8: The RFP at page 15, Section 4.030, notes that “[t]he optional extensions related to maintenance costs will not be factored into the scoring for price.” Emphasis added.

However, this does not mean that such information is not relevant to the State of Hawaii. While a vendor may feel that it may be difficult to come up with an estimate for future maintenance costs, it should realize that the provision of future maintenance costs gives the State of Hawaii a better understanding of whether the utilization of the vendor’s system in the long term is prudent.

An initially inexpensive system, in terms of its contract price, while it may initially obtain a higher score on price, may not score many points on the technical capability and solution approach, if it appears from the proposal that the ongoing costs of the system are significant or very difficult to determine.

As such, a vendor as part of its proposal should include relevant information as to the variables and analysis that was used by it to come up with its proposed maintenance prices.

Question 9: Section 4.020 notes that multiple proposals and several alternatives as part of a single proposal will be accepted. How will evaluations be performed on multiple proposals versus single proposals?

Answer 9: The reference to multiple proposals and alternatives has been amended in this addendum to remove the reference to multiple proposals. A proposal is permitted to contain several alternatives to satisfy the requirements of the RFP.

To the extent a vendor provides several alternatives, to the extent they can be differentiated, a separate score will be determined for each proposal/alternative.

For example, if a vendor proposes 3 different ways to accomplish the project, with 3 different prices, then each different way will be scored.

The burden is on the vendor to clearly articulate what the different alternatives are, so as to permit separate scoring.

If this does not occur to the satisfaction of the Evaluation Committee then it may select only one articulated way to satisfy the requirements of the RFP.

Question 10: Will the award be given to one Offeror for all systems?

Answer 10: The State of Hawaii intends to award the contract to one Offeror for all systems. However, to the extent the proposals are cost prohibitive or no one Offeror appears to be able to satisfactorily deliver all three systems, the State of Hawaii may elect to reduce the scope of the RFP from three systems to either one or two systems and award the reduced scope RFP to a single vendor.

Question 11: Does the State prefer a custom solution developed from scratch, or an existing product that is customized to fit the RFP requirements?

Answer 11: The evaluation criteria are those stated in the RFP.

Question 12: The RFP does not mention the scope of services to be provided by the vendor. We believe that apart from developing the SVRS, it is in the interest of the State that the chosen vendor acts as a technology partner, offering support services that include local support during elections. Can the State give more detail about the desired level of services after the system has gone into production?

Answer 12: The RFP states what should be included in the Offeror's proposal.

Question 13: The RFP does not mention security measures of the system. Is it required that the platform implements advanced security measures to ensure the confidentiality, integrity and availability of data?

Answer 13: The State expects the vendor to propose a solution that provides the levels of confidentiality, integrity and availability that are generally accepted practices for voter registration and election management applications.

Question 14: Could the State provide a copy of the RFP in MSWord format?

Answer 14: The RFP that has been posted is text searchable except for Appendix C and any addendums. As a courtesy, Appendix C is available as a text searchable PDF. However, to the extent there are any differences between the text searchable version and the version that has been posted, the version that has been posted will control. Additionally, any text searchable PDF version that is provided will not include any amendments that have been made to Appendix C by addendum.

Question 15: As it relates to Appendix C – Specifications 006, is there a likelihood of additional languages to support in the future?

Answer 15: We are unable to determine the likelihood of additional languages to support in the future. The U.S. Census makes the determination of which languages are required under the minority language provisions of the Voting Rights Act and the U.S. Census utilizes the 2010 American Community Survey Census data and subsequent American Community Survey data in 5-year increments, or comparable census data. As such, there is the possibility that additional languages might be required. Given this, the system should be able to support additional languages, in the event additional languages are designated.

Question 16: As it relates to Appendix C – Specifications 008, there is the mention of the possible use of the Hawaii State Geographic System (GIS). Should the price for such a feature be included in the cost proposal?

Answer 16: No, the RFP only requires the Offeror to include a discussion of how their solution would integrate with GIS.

Question 17: As it relates to Appendix C – Specifications 013, will the State provide the translated content files for Japanese, Chinese, and Ilocano, is this the responsibility of the Offeror?

Answer 17: To the extent the question refers to the online voter registration and any voter information pages, the State will provide the translated content.

Question 18: As it relates to Appendix C – Specifications 016 and beyond, some recommendations about the use of C# or Java are given. Does the State require that the system is developed using one of these two languages, or can another technology be used? If the former is true, does the State prefer C# or Java?

Answer 18: The mention of C# and Java was intended for descriptive examples only. The State is not requiring any specific software language. However, any proposed solution should be written in a language that is actively supported by the general software engineering industry, across multiple industry segments, with a substantial installed base and user community.

Question 19: As it relates to Appendix C – Specifications 017, the Audit Log that captures key application events will contain very sensitive information. Is it required that the logging component is protected so that these logs cannot be altered or modified without detection?

Answer 19: The State expects the Offeror to propose a solution that provides the levels of protection for sensitive data that are generally accepted practices for voter registration and election management applications.

Question 20: As it relates to Appendix C – Specifications 021, Deployment Models, is a particular deployment model preferred above the other? (State hosted Central VR, or Cloud Hosted Central VR). If a "State hosted" model is chosen, which hardware must be provided by the vendor? (e.g. we believe that the State may already have a Data Center with firewalls, routers and load balancers in place).

Answer 20: The RFP states what should be included in the Offeror's proposal. No hardware beyond any that might be stated in the RFP is required to be provided. The Offeror should explain in its proposal what type of hardware it would envision would be necessary for the State to utilize.

Question 21: As it relates to Appendix C – Specifications 023, Migration, does the State have an estimate of the number of databases tables/files that will be converted from the legacy system?

Answer 21: The current SVRS does not use a conventional relational database so the table count is unknown at this time.

Question 22: As it relates to Appendix C – Specifications 058, the pricing sheet asks for the cost of "Disaster Recovery." Can the State explain what level of detail the Offeror is expected to give for the Disaster Recovery Plan?

Question 22: The Offeror should provide sufficient detail for the State to understand level of data protection provided by the proposed solution. The level of detail should include typical components of preventive, detective and corrective measures for the resumption of business operations to minimize down time in the face of natural or man-made disasters.

Question 23: Are we right in our understanding that the Hava-compliant statewide voter registration system developed for another state by the Offeror must be a solution that has been used in a real election environment, such as a general election?

Answer 23: The RFP states that the Offeror's experience must include the development of a HAVA-compliant statewide voter registration system for another state by the Offeror. Any such development must have occurred after the enactment of HAVA. The language of the RFP does not state that the system must have been used in a real election environment, such as a general election. As such, the requirement is that a HAVA compliant statewide voter registration system was developed for another state. Given this, a vendor may qualify if it has developed a HAVA compliant statewide voter registration system was developed for another state, even if it has not been used in a real election environment.

II. CHANGES TO THE RFP

The answers to the questions above are incorporated into the RFP and hereby amend the RFP. The following additional changes are made to the RFP. Material that is repealed is bracketed and stricken. New material is underscored.

1. Section 4.020 Multiple Proposals, page 13, is amended as follows:

~~[Multiple proposals and several alternatives as part of a single proposal will be accepted.]~~

Only one (1) proposal will be accepted from any one (1) Offeror. However, the proposals may include several alternatives to satisfy the requirements of this RFP.

2. Section 4.030 Format and Content, Part 3. Pricing, page 17, is amended as follows:

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

Pricing for the New System should be submitted on the Offer Form page OF-2 provided for this purpose. Refer to Section Seven, Attachment 2, of this RFP, "Appendices and Attachments," for the form. Additionally, the supporting worksheets in Appendix C should be completed.

The Offeror's price should be inclusive of any taxes. 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.

To the extent the Offeror proposes alternative options for the State to consider, the Offeror should submit a separate OF-2 and supporting worksheets in Appendix C for each alternative option.

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, 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. In terms of scoring price, the grand total price will be used for calculation purposes. The optional extensions related to maintenance costs will not be factored into the scoring for price but may be factored into other scoring portions of the RFP.

Reasonableness of Price

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

In explaining why the vendor's price is reasonable, consideration should be given by the vendor to any differing terms and conditions for contract prices, catalog prices, prices available on the market, or whatever appropriate documentation is provided by the vendor.

For example, in regards to the provision of prior contract prices, jurisdictions and contracts vary widely in what is required. As such, the vendor may wish to explain what consideration should be given to any differing terms, conditions, or other factors between the prior contracts and the one sought by this solicitation.

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

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

Vendors should familiarize themselves with the cost and pricing data requirements of Hawaii Administrative Rules, Chapter 3-122, Subchapter 15, available at <http://hawaii.gov/spo/statutes-and-rules/procurement-statutesand-administrative-rules>. Additionally, a certificate of cost or pricing data should be completed and submitted with any proposal. See Appendix [] C. The certificate form is also available at <http://hawaii.gov/spo/spo-forms/vendorforms-goods-services-construction/spo-013-certificate-of-current-cost-or-pricingdata/view>.

A contract resulting from an RFP is awardable to the Offeror whose proposal provides the best value to the State of Hawaii, taking into consideration price and the evaluation criteria in the RFP. To the extent, additional cost or price data, beyond what is provided with the Offeror's proposal, is necessary to determine if an Offeror's proposal constitutes the best value for the State, an Offeror may be asked to provide additional cost or pricing data.

3. Section 4.030 Format and Content, page 17, is amended as follows:

Financial Statements. Copies of the Offeror's last two (2) annual financial statements. In responding, the Offeror shall provide the highest level of reporting available for the company's financial statements (i.e. audited, reviewed, or compiled). The State may elect to require the vendor, after reviewing its financial statements, to utilize agreed upon procedures determined by the State, to determine the financial stability of the Offeror. The cost of any such procedures will be the sole responsibility of the Offeror.

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

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

To the extent a partnership, joint venture, or a combination of companies seeks to submit a joint proposal or similar proposal, each individual company is required to provide the last two (2) annual financial statements as noted above.

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

4. As noted in Section 4.010 Introduction, “[a]n Offeror’s filed proposal shall be considered a complete plan for satisfying the requirements of this RFP.” Emphasis added. Given this, Section 4.030 Format and Content, pages 13-20, is amended to remove all references to “(This section shall be used in the evaluation of *Section Five* of this RFP.),” which follow a reference to a particular part of the Offeror’s proposal. All aspects of the Offeror’s proposal may be considered by the Evaluation Team members when reviewing or scoring the proposals or both. Specifically, the following changes are made to Section 4.030:

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

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

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

5. Section 5.010 General Information, page 21, is amended as follows:

Initial Evaluation (Criteria 1 & 2). The initial evaluation of all proposals received will be evaluated against criteria 1 and 2 only. The maximum number of points possible in the initial evaluation phase is 100 points. However, initial points may be reduced or increased, as a result of the on-site demonstration. Additionally, any BAFOs may result in the initial points being reduced or increased.

6. Section 5.020 Evaluation Criteria, page 22, is amended as follows:

~~[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.]~~

The award will be made to the responsible Offeror whose proposal is determined to provide the best value to the State taking into consideration price and the evaluation criteria in the RFP.

The RFP provides that a proposal may possibly receive up to a total of 100 points under the evaluation criteria.

7. Section 6.020 Responsibility of Offerors, page 25, is amended as follows:

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 6.090.

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

To the extent the Procurement Officer requires additional information, the procurement officer may require any Offeror to submit answers, under oath, to questions contained in the sample questionnaire provided by the policy board. A copy of the sample form may be found at the following location: <http://hawaii.gov/forms/state-procurement-office/form21.pdf/view>.

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

8. Section 6.090 Award of Contract Required Documents, pages 28-30, is amended as follows:

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

To the extent the Procurement Officer requires additional information, the procurement officer may require any Offeror to submit answers, under oath, to questions contained in the sample questionnaire provided by the policy board. A copy of the sample form may be found at the following location: <http://hawaii.gov/forms/state-procurement-office/form21.pdf/view>.

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

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. Select “Forms for Vendors/Contractors” from the “Quick Links” section of the homepage.] Offerors will need to continue to

be in compliance with the responsibility requirements after the award of the contract. As such, any requests for payment under the contract will require the provision of current certificates documenting compliance at that time.

9. Appendix C – Specifications 007 – Street Index Component – District/Precinct is amended as follows:

The Street Index Component is used to lookup each voter's residence address to determine their district/precinct. 'District' here means Hawaii House District number (01-51). Precinct numbers (01 ... 10+) are only unique within a given House District so a precinct number must always include the district number (e.g., '44-02').

The street index also tracks all of the districts that a given district/precinct falls within, so that a voter's congressional, house, senate, and other districts can be determined from their district/precinct. No precinct in Hawaii crosses district boundaries, meaning that all voters in the precinct reside within the same set of districts and that the precinct is not divided into different subsets of districts (unlike 'split' precincts in some jurisdictions). That means that all voters residing in a precinct have the same ballot type (i.e., same set of contests in an election).

The exception to this occurs when a special election occurs after redistricting, due to a vacancy in a four-year term candidate's seat, the term of which began prior to redistricting and which used the old district boundaries. In such a situation, the special election, held in conjunction with our regularly scheduled elections, needs to utilize the old district boundaries. This results in "splitting" some of the new precincts and requiring that the precinct have more than one ballot type (i.e. a ballot type for voters in the precinct who are eligible to vote in the special election due to where they reside in relation to the old boundaries and another ballot type for the remaining voters of a precinct who are not eligible to vote in the special election due to where they reside).

MODULE_NAME	SUB_MODULE_NAME	RPT_TITLE
Accounting	Inventory	Inventory Working Report - Delivery Sheets
Accounting	Payroll	Active NPO
Accounting	Payroll	PAYROLL Working Report - Payroll Report
Candidate Filing	Ballots	Ballot Type to DP Association
Candidate Filing	Ballots	Race by Ballot Type - General Election
Candidate Filing	Ballots	Race by Ballot Type - Primary Election
Candidate Filing	CFS	Candidate Filing Report
Candidate Filing	CFS	Candidate Race Count Validation - Candidate 2 or More Times in an Election Cycle
Candidate Filing	CFS	Candidate VR Discrepancy Report
Candidate Filing	CFS	CFS Working Report - Incomplete Filing (Pulled and not Filed)
Candidate Filing	Maintenance	Active Offices
Candidate Filing	Maintenance	Active Political Parties
Candidate Filing	Maintenance	Race Matrix
Candidate Filing	Maintenance	Race Matrix Sort Report
Election Management	Districts / Precincts	Active DP by Election
Election Management	Unit Size Matrix	Unit Size Matrix by Election
Election Management	Unit Size Matrix	Voter Stats by Election
Election Management	Workareas	ELM Working Report - ADA Compliant Polling Place Workareas by Election
Election Management	Workareas	ELM Working Report - Delivery Sheet
Election Management	Workareas	ELM Working Report - Non ADA Compliant Polling Place Workareas by Election
Election Management	Workareas	ELM Working Report - Polling Place Checks
Election Management	Workareas	Polling Place Floor Plan
Election Management	Workareas	Workareas by Election
HR Management	Assignments	Flexible Report Generator
HR Management	Assignments	HRM Count Report - Assigned by Position Group - Precincts
HR Management	Assignments	HRM Count Report - Assignment Variance Report (Detail)
HR Management	Assignments	HRM Count Report - Assignment Variance Report (Summary)
HR Management	Assignments	HRM Count Report - Count of Worked by Position Group
HR Management	Assignments	HRM Count Report - HR Variance Report
HR Management	Assignments	HRM Error Report - Applicants / Employees <16 Years Old
HR Management	Assignments	HRM Working Report - 1. Payroll Verification Report (Verify Persons to be Paid)
HR Management	Assignments	HRM Working Report - 2. Payroll Processed or Marked as NPO (Verify Already Paid or Marked NPO)
HR Management	Assignments	HRM Working Report - Applicants / Employees <18 Years Old
HR Management	Assignments	HRM Working Report - Assigned with No SSN
HR Management	Assignments	HRM Working Report - NPO Verification Report
HR Management	Assignments	HRM Working Report - PPS Form
HR Management	Assignments	HRM Working Report - Unregistered in Active Election
HR Management	Assignments	HRM Working Report - Workarea Roster
HR Management	Assignments	HRM Working Report - Workarea Sign-In (Payroll Authorization Sheet)
HR Management	Assignments	HRM Working Report - Worked with Addresses
HR Management	Assignments	HRM Working Report - Worked with Different Mailing Address
HR Management	Assignments	HRM Working Report - Worked with No SSN
HR Management	Assignments	HRM Working Report - Worked with Same Mail / Res. Address
HR Management	Intake	Flexible Report Generator

HR Management	Intake	HRM Count Report - Applicants by Position Group - Precincts
HR Management	Intake	HRM Count Report - Applicants by Position Group (Detail)
HR Management	Intake	HRM Count Report - Applicants Required by Workarea - Precincts
HR Management	Intake	HRM Count Report - Class Registration
HR Management	Intake	HRM Count Report - HR Variance Report
HR Management	Intake	HRM Error Report - Applicants / Employees <16 Years Old
HR Management	Intake	HRM Error Report - Applicants / Employees with Incomplete Mailing Addresses
HR Management	Intake	HRM Special Report - Chairs by Polling Place Workarea
HR Management	Intake	HRM Web Intake Report - BOPS
HR Management	Intake	HRM Web Intake Report - CCOPS
HR Management	Intake	HRM Web Intake Report - COH
HR Management	Intake	HRM Web Intake Report - COK
HR Management	Intake	HRM Web Intake Report - COM
HR Management	Intake	HRM Web Intake Report - ESS
HR Management	Intake	HRM Web Intake Report - POPS
HR Management	Intake	HRM Web Intake Report - Statewide
HR Management	Intake	HRM Working Report - Applicants / Employees <18 Years Old
HR Management	Intake	HRM Working Report - Applicants with NO Cost Center (Includes Election)
HR Management	Intake	HRM Working Report - Applicants with Unsplit Election
HR Management	Intake	HRM Working Report - Applicants with NO Cost Center
HR Management	Intake	HRM Working Report - Class Registrants and Desired Workarea
HR Management	Intake	HRM Working Report - Class Roster Report Generator
HR Management	Intake	HRM Working Report - Intake Applicants Working One Election
HR Management	Intake	HRM Working Report - PPS Form
HR Management	Intake	HRM Working Report - Unregistered in Active Election
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - BOPS
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - C&CH Precincts
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - COH Precincts
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - COK Precincts
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - COM Precincts
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - Facility Officials
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - Non-Precincts
HR Management	Intake	HRM Working Report - Workarea List (Applicants) - NPO
HR Management	Intake	HRM Working Report - Workarea Roster
HR Management	Maintenance	HR Matrix - Allocation Errors
HR Management	Maintenance	HR Matrix - Workarea Requirements Per Position
HR Management	Maintenance	HRM Report - Position Pay Rates
[Database Export]	Custom	HRM Election Workers - Recruit from Previous Year by Cost Center - Mailing Addresses
[Database Export]	Custom	HRM Election Workers - Previous Year Worked by Party - Report for Party
[Database Export]	Custom	HRM Election Workers - Payroll Export to State Payroll System
[Database Export]	Custom	HRM Election Workers - Worked by Age

STATE OF HAWAII
OFFICE OF ELECTIONS
HONOLULU, HAWAII

MARCH 6, 2014

ADDENDUM A

TO

REQUEST FOR PROPOSALS

NO. RFP-14-001-SW

FOR
SEALED OFFERS
FOR

A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE VOTER REGISTRATION
SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The cover page of the RFP is amended to read as follows:

Direct questions relating to this solicitation to Mr. David J. Rosenbrock, Computer Services Section Head, Telephone (808) 453-8683, Facsimile (808) 453-6006 or email at [elections@hawaii.gov] david.rosenbrock@hawaii.gov.

Section 1.060 Pre-Proposal Conference is amended to read as follows:

1.060 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
david.rosenbrock@hawaii.gov

The pre-proposal conference is not mandatory.

Vendors who wish to attempt to participate by telephone should email the Office of Elections to see if their request to participate by telephone can be accommodated. The Office of Elections has limited telephone conference abilities, in that it can only conference in a handful vendors, if the system is working appropriately.

As such, vendors will be informed if they can be accommodated. The use of the telephone is done at the sole risk of the vendor as there may be problems with the telephone line, telephone device, or the utilization of the procedures to access the conference call feature.

Vendors who wish to appear in person and have another member of their company appear by telephone should understand that such requests will have less priority than a vendor who will only attend by telephone.

In the case of too many vendors attempting to participate by telephone, priority will be given to those who contact the Office of Elections first by email and who do not plan to attend in person.

Material that is repealed is bracketed and stricken. New material is underscored.


David J. Rosenbrock
Procurement Officer

PUBLIC NOTICE
REQUEST FOR PROPOSALS
NO. RFP-14-001-SW

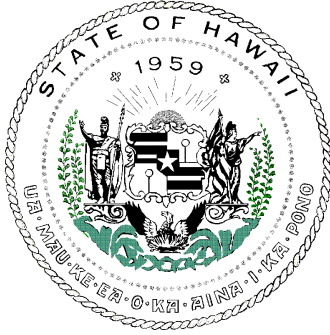
SEALED OFFERS FOR A STATEWIDE VOTER REGISTRATION SYSTEM, ONLINE
VOTER REGISTRATION SYSTEM, AND ELECTION MANAGEMENT SYSTEM

The Office of Elections is soliciting proposals from offerors to develop a statewide voter registration system, online voter registration system, and election management system. Proposals, in accordance with RFP-14-001-SW, will be received at the Office of Elections, 802 Lehua Avenue, Pearl City, HI 96782, until 10:00 a.m. HST, on April 4, 2014.

Vendors interested in responding to this solicitation may obtain a copy of the solicitation from the Procurement Notice System website. In the alternative, a copy of the solicitation is available from the Office of Elections. Vendors who wish to be informed of addenda or other procurement notices, should register their names and relevant contact information, such as email addresses, with the Office of Elections.

Any inquires regarding this RFP should be directed to David Rosenbrock at (808) 453-8683 or e-mail at elections@hawaii.gov.

Posting Dated: March 4, 2014



OFFICE OF ELECTIONS

LEGAL AD DATE: March 3, 2014

REQUEST FOR PROPOSALS
No. RFP-14-001-SW
SEALED OFFERS
FOR
A STATEWIDE VOTER REGISTRATION SYSTEM,
ONLINE VOTER REGISTRATION SYSTEM, AND
ELECTION MANAGEMENT SYSTEM
Department of Accounting and General Services,
Office of Elections

WILL BE RECEIVED UP TO AND OPENED AT 10:00 A.M. ON

APRIL 4, 2014

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

David Rosenbrock
Procurement Officer

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
City	=	City and County of Honolulu
Counties	=	County of Hawaii, County of Maui, County of Kauai, and City and County of Honolulu
GET	=	General Excise Tax
AG GC	=	General Conditions issued by the Attorney General (AGS-008)(Revised 10/15/13)
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Offeror	=	A qualified entity that submits a proposal in response to the RFP
OOE	=	Office of Elections
New System	=	Statewide Voter Registration System, Online Voter Registration System, and Election Management System, unless the context indicates otherwise
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

1.020 INTRODUCTION

The State is issuing this RFP to obtain proposals from qualified Offerors to address the State's needs as it relates to a statewide voter registration system (SVRS), online voter registration system (OLVRS), and election management system (EMS) (collectively referred to as the "New System").

1.030 CANCELLATION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State. The State shall not be liable for any costs, expenses, loss of profits or

damages whatsoever that an Offeror may incur in the event this RFP is cancelled or a proposal is rejected.

1.040 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, 2020 (i.e. 2014, 2016, 2018, and 2020 election cycles), with additionally five (5) individual options to extend, if mutually agreed upon in writing, each for an additional twenty-four month period or any portion thereof in the State's discretion. The focus of the options to extend will be on maintenance, upgrades, and related services.

Implementation of the New System for the year 2016 Elections for at least the online voter registration system and subsequently for the 2018 Elections for any remaining systems is required. The end date of December 31, 2020, is related to the continuation of maintenance services through the end of the 2020 election cycle, for the previously developed systems that were completed in 2016 or 2018.

This contract is subject to the availability of funds after the first year. As such, the contract will be cancelled if funds are not available to support the contract after the first year of the contract.

1.050 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	March 4, 2014
Deadline for Questions for Pre-proposal Conference	March 10, 2014
Pre-proposal Conference	March 17, 2014 at 1:00 p.m. (HST)

Deadline for Written Questions	March 20, 2014
Addendum for Responses to Inquiries Received	March 27, 2014
Proposals Due and Opened	April 4, 2014 at 10:00 a.m (HST)
Proposal Evaluation	April 4-11, 2014
Demonstrations and/or Discussions, if necessary	April 12-25, 2014
Best and Final Offers Due	April 28, 2014 at 10:00 a.m (HST)
Award of Contract	May 2, 2014
Issuance of Notice to Proceed	June 1, 2014

1.060 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

1.070 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.

1.080 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 one (1) CD-Rom copy of its proposal with each hard copy of its proposal. The CD-ROM should contain a search PDF.

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 VOTER REGISTRATION AND ABSENTEE BALLOT RESPONSIBILITIES IN THE STATE OF HAWAII

As a starting point, it should be noted that we have extensive state statutes (HRS Chapter 11, Part II) and administrative rules (HAR Title 3, Chapter 172, Subchapter 3) regarding voter registration that create a uniform system. These laws, predating the Help America Vote Act (2002), place responsibility for voter registration and the related function of absentee ballot voting with the county clerks, make the county election officials very invested in the continued success of the SVRS that has been in place, since the 1980s.

The current SVRS, which is a COBOL based system, is the result of a cooperative agreement between the counties in the 1980s. Essentially, the City and County of Honolulu offered to include the other counties into its voter registration system. This was beneficial to all counties involved as HRS § 11-14(c) provides that “[v]oter registration information that is collected and maintained by the clerk of each county may be transmitted to a central file for the purpose of correlating registration data to prevent or detect duplicate voter registrations and for the compilation of election reports.”

Additionally, there are federal laws such as the National Voter Registration Act (NVRA) which place certain voter registration responsibilities with the county clerks, and yet again cause the county clerks to be invested in the success of the statewide voter registration database. 42 USC §§ 1973gg-2 & 1973gg-3 (simultaneous driver license and voter registration application procedures). See Appendix A (Excerpt of NVRA).

The following is a quick, non-exhaustive, summary of some of the state’s laws.

1. “The county clerk shall be responsible for voter registration in the respective counties and the keeping of the general register and precinct lists within the counties.” HRS § 11-11.
2. The “voter registration information that is collected and maintained by the clerk of each county may be transmitted to a central file for the purpose of correlating registration data to prevent or detect duplicate voter registrations and for the compilation of election reports.” HRS § 11-14.
3. The clerks are responsible for communicating with each other when a voter moves from one county to another, to permit a voter to transfer his registration from one county to another. Additionally, they need to be

capable of permitting someone to transfer their registration even on election day. HRS §§ 11-19 and 11-21.

4. The county clerks also have the duty to ensure the accuracy of the voter registration rolls, which include comparing the information on the voter registration rolls with other information they are able to obtain (i.e. such as death lists from the Department of Health or Social Security Administration, or electronic records from other databases that may prove useful. HRS §§ 11-22.
5. Under the National Voter Registration Act voters are able to register or update their voter registration when applying for or renewing a driver's license. This meant the county clerks needed to expand their voter registration system to accommodate obtaining information from the various departments of voter vehicles. 42 USC § 1973gg.
6. The county clerks are generally responsible absentee ballot voting. "Any person registered to vote may request an absentee ballot in person or in writing form the clerk." HRS § 15-4. The county clerks are also responsible for delivery of the ballots to the voters and the return and receipt of the ballots. HRS §§ 15-5 & 15-9. The ability to perform these duties requires a properly functioning SVRS.

Additionally, the SVRS is used to track absentee ballot applications, and to generate poll books for the polling places, as these activities are tied into voter registration.

The statutes regarding absentee voting may be found in Chapter 15, HRS and HRS § 11-15(a). See http://www.capitol.hawaii.gov/hrscurrent/Vol01_Ch0001-0042F/HRS0015/ & http://www.capitol.hawaii.gov/hrscurrent/Vol01_Ch0001-0042F/HRS0011/HRS_0011-0015.htm.

Administrative rules regarding voter registration and absentee voting may be found in Hawaii Administrative Rules (HAR), Chapter 3-172, Subchapter 3 & HAR, Chapter 3-174. See http://hawaii.gov/elections/rules/hawaii_administrative_rules.pdf.

The current system operated well for at least twenty years, when the Help America Vote Act (HAVA) became law in 2002. HAVA followed in the aftermath of the Bush v. Gore presidential election in 2000. The law created various requirements but also provided grant money to the various states to implement the requirements.

Section 303 of HAVA provides that "each State, acting through the chief State election official, shall implement, in a uniform and nondiscriminatory manner, a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level that contains the name and registration information of every legally registered voter in

the State and assigns a unique identifier to each legally registered voter in the State.” 42 USC § 15483.

A copy of the Section 303, which is entitled “Computerized Statewide Voter Registration List Requirements and Requirements for Voters Who Register By Mail” is attached for your information. Any SVRS must comply with this section. The law includes reference to needing to compare data with the state driver licensing data. See Appendix B (Section 303, HAVA).

This is not currently an issue, as another advantage of the current SVRS being housed and operated by the City on behalf of the State, is that the City also maintains the computerized driver licensing application system for the State, on behalf of the Department of Transportation. As such, upon entry, each voter registration record is immediately cross-checked against the driver licensing records.

Vendors should familiarize themselves with the U.S. Election Assistance Commission’s guidance in 2005 as to what constitutes an acceptable SVRS. See http://www.eac.gov/assets/1/workflow_staging/Page/330.PDF. Said guidance is incorporated by reference into the present RFP.

In a nutshell, a bottom-up system generally uploads information retained at the local level and compiled at regular intervals to form the statewide voter registration list. A top-down system is hosted on a single, central platform/mainframe and is generally maintained by the state with information supplied by local jurisdictions. A hybrid is some combination of both systems described above. The current system operated by the City is a top-down system.

After the U.S. Election Assistance Commission issued its guidance in 2005, it asked the National Academy of Science to issue a report on the topic. The report, entitled *2010 Improving State Voter Registration Databases Final Report*, provides a variety of recommended best practices.

Vendors should familiarize themselves with this report, as said guidance is incorporated by reference into the present RFP. See http://www.nap.edu/openbook.php?record_id=12788&page=R1

2.020 ONLINE VOTER REGISTRATION SYSTEM REQUIREMENT

Act 225, SLH 2012, passed at the end of the 2012 legislative session, provides, in relevant part, as follows:

SECTION 1. Chapter 11, Hawaii Revised Statutes, is amended by adding a new section to part II to be appropriately designated and to read as follows:

"§11- Application to register electronically. (a) Notwithstanding any law to the contrary, the clerk of each county may permit a person who has valid government-issued identification that is capable of electronic confirmation to submit an application to register to vote electronically in lieu of a traditional signed application by mail or in person.

(b) The electronic application to register to vote shall be substantially similar in content to the application to register pursuant to section 11-15, and shall require the applicant to provide substantially similar information.

(c) The applicant's use of the electronic application to register shall constitute consent for election officials to obtain confirmatory information regarding the applicant from government databases associated with government-issued identification, including the applicant's signature.

(d) The applicant's signature obtained from the government database may be utilized by election officials to validate and confirm a voter's identity in any election-related matter in which a signature is necessary.

(e) The online application system may require additional information from applicants, such as security questions to authenticate any future voter registration transactions by the applicant."

* * *

SECTION 9. This Act shall take effect on July 1, 2012; provided that sections 1 through 5 shall apply to all primary, special, nonpartisan, and general elections, beginning with the primary election of 2016.

With the passage of this law, we now have to develop an online voter registration system. As we see it, the existing networking by the City and County of Honolulu between the voter registration system and the driver licensing system is beneficial in moving forward in the development of the online voter registration system required by Act 225, SLH 2012.

Specifically, Act 225, SLH 2012 states, in part, "the clerk of each county may permit a person who has valid government-issued identification that is capable of electronic confirmation to submit an application to register to vote electronically in lieu of a traditional signed application by mail or in person." The most common form of valid government issued identification that would be used by an applicant under Act 225, SLH 2012 would be a Hawaii State Driver's License, which as previously mentioned is a database operated by the City on behalf of the State Department of Transportation.

Essentially, Act 225, SLH 2012 requires a fundamental data architectural change and the addition of an internet-based interface for public use. Given the magnitude of the changes required and the age of the system, it has been determined that a new SVRS should be explored to replace the old SVRS. Additionally, in looking at the needs of the election community, we also see the need to upgrade our election management system which relies upon data from the SVRS.

SECTION THREE SPECIFICATIONS AND REQUIREMENTS

3.010 OVERVIEW

Appendix C outlines the essential features of, and requirements of the New System. In reviewing this Section and Appendix C, Offerors should bear in mind that the specifications set forth herein are based on the New System 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 new federal and state laws are enacted. When reviewing the descriptions of the New System contained in this RFP, each Offeror is strongly encouraged to point out in its proposal, any requirements, features, or services that such Offeror knows are necessary or advisable in addition to or in lieu of those specifically identified in this RFP.

Appendix C is composed of the following parts:

1. Hawaii Statewide Voter Registration System Functional Requirements (Pages 1-12)
2. Hawaii Statewide Voter Registration System Non-Functional Requirements (Pages 13-15)
3. Hawaii Statewide Voter Registration System General System Architecture (Pages 16-22)
4. Hawaii Statewide Voter Registration System Data Migration/Conversion Requirements (Pages 23-25)
5. Hawaii Statewide Voter Registration System SVRS/DMV Interface Description (Pages 26-28)
6. Hawaii Statewide Voter Registration System Processing Flowcharts (Pages 29-38)
7. Hawaii Statewide Voter Registration System SVRS/DMV Interface Description (Pages 39-42)
8. Hawaii Statewide Voter Registration System Election Management Functional Requirements (Pages 43-56)
9. Hawaii Statewide Voter Registration System Module Data Sharing (Pages 57)

10. Hawaii Statewide Voter Registration System
Cost Analysis Worksheets (Pages 58-63)

3.020 NUMBER OF VENDORS SELECTED

The State will contract with one Offeror.

3.030 PRICE

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, 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. All vendors should utilize the Appendix C Cost Analysis Worksheets in proposing their price.

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.

4.020 MULTIPLE PROPOSALS

Multiple proposals and several alternatives as part of a single proposal will 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.

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 should be submitted on the Offer Form page OF-2 provided for this purpose. Refer to Section Seven, Attachment 2, of this RFP, “Appendices and Attachments,” for the form. Additionally, the supporting worksheets in Appendix C should be completed.

The Offeror’s price should be inclusive of any taxes. 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.

As this RFP seeks a firm fixed price proposal, subject only to price increases or decreases stated in the RFP, 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.

In terms of scoring price, the grand total price will be used for calculation purposes. The optional extensions related to maintenance costs will not be factored into the scoring for price.

Reasonableness of Price

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

In explaining why the vendor’s price is reasonable, consideration should be given by the vendor to any differing terms and conditions for contract prices, catalog prices, prices available on the market, or whatever appropriate documentation is provided by the vendor.

For example, in regards to the provision of prior contract prices, jurisdictions and contracts vary widely in what is required. As such, the vendor may wish to explain what consideration should be given to any differing terms, conditions, or other factors between the prior contracts and the one sought by this solicitation.

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

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

Vendors should familiarize themselves with the cost and pricing data requirements of Hawaii Administrative Rules, Chapter 3-122, Subchapter 15, available at <http://hawaii.gov/spo/statutes-and-rules/procurement-statutes-and-administrative-rules>. Additionally, a certificate of cost or pricing data should be completed and submitted with any proposal. See Appendix _____. The certificate form is also available at <http://hawaii.gov/spo/spo-forms/vendor-forms-goods-services-construction/spo-013-certificate-of-current-cost-or-pricing-data/view>.

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.

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.

Please document any assumptions that support your response.

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 a system or systems similar to the proposed New System.

An Offeror's experience must include the development of a HAVA-compliant statewide voter registration system for another state by the Offeror. Any such development must have occurred after the enactment of HAVA. Development of a system prior to the enactment of HAVA will not be considered as experience eligible to meet the experience requirement of this RFP.

The development of a voter registration system for a city, county, municipality, or foreign country cannot be substituted for the development of a HAVA-compliant statewide voter registration system.

Financial Statements. Copies of the Offeror's last two (2) annual financial statements. In responding, the Offeror shall provide the highest level of reporting available for the company's financial statements (i.e. audited, reviewed, or compiled). The State may elect to require the vendor, after reviewing its financial statements, to utilize agreed upon procedures determined by the State, to determine the financial stability of the Offeror. The cost of any such procedures will be the sole responsibility of the Offeror.

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

Key Personnel – Qualifications and Experience. 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 for the year 2016 Elections for at least the online voter registration system and subsequently for the 2018 Elections for any remaining systems.

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, facilities preparation; system storage, and any other steps required to make the system operational.

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 five (5) 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. See Appendix D. The AG General Conditions are also available at <http://hawaii.gov/forms/internal/department-of-the-attorney-general/103d/view>.

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 (AG GC) 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 6.260 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 6.300 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).
- (5) 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.

- (6) 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).

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 three criteria areas (i.e. 1. Technical Capability & Solution Approach, 2. Pricing; and 3. On-Site Demonstration).

Initial Evaluation (Criteria 1 & 2). The initial evaluation of all proposals received will be evaluated against criteria 1 and 2 only. The maximum number of points possible in the initial evaluation phase is 100 points. However, initial points may be reduced, as a result of the on-site demonstration.

On-Site Demonstration (Criteria 3). The Offerors whose proposals are among the top five highest point totals, for the initial evaluation of criteria 1 and 2, will be offered the opportunity to present to the Evaluation Committee a demonstration of similar systems or relevant products that demonstrate the Offeror's skill, knowledge, and expertise with the subject matter and relevant technologies contemplated. The demonstration will occur on the island of Oahu at a place and time to be designated.

The on-site presentation will be used to support the evaluation of the information contained in the proposal. Information learned from that presentation may be used to adjust your final score for your proposal. To the extent the on-site presentation causes the evaluation committee to change its previous scores, appropriate notations will be made indicating the reasons for a decrease or increase in the original scores.

The on-site demonstration is mandatory.

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 Capability & Solution Approach

An evaluation and judgment will be made as to how well the proposal addresses the requirements of the RFP and whether the proposer has the technical ability to provide an acceptable solution.

This evaluation will look at functional requirements, non-functional requirements, solution architecture, ease of maintenance and support requirements, modularity for scope management, and security and reliability.

The proposal must show how the Offeror plans to approach the task and the steps to be taken to complete the task.

The Offeror must also show that they understand both the magnitude and importance of the individual tasks to make a convincing proposal.

A total of 60 points is allocated to this criteria area.

2. Pricing

The proposal offering the lowest price will be automatically allocated 40 points. The number of points assigned to the other proposals will be determined using the following formula:

$$\frac{\text{Lowest price (\$)} \times 40 \text{ points (maximum)}}{\text{Offeror's Proposal (\$)}} = \text{___ points}$$

3. On-Site Demonstration

Based on the Offeror's demonstration of skill, knowledge, and expertise with the subject matter and relevant technologies contemplated, an evaluation and judgment will be made of the probability of the success and associated risks of the Offeror's proposed system solution.

The on-site presentation will be used to support the evaluation of the information contained in the proposal. Information learned from that presentation may be used to adjust your final score for your proposal. To the

extent the on-site presentation causes the evaluation committee to change its previous scores, appropriate notations will be made indicating the reasons for a decrease or increase in the scores.

The on-site demonstration is mandatory.

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 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's 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.

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 (AGS-008)(Revised 10/15/13), which are part of this RFP and appear in Appendix D. Copies of the AG GC are additionally available on the Internet at <http://hawaii.gov/forms/internal/department-of-the-attorney-general/103d/view>.

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

The term of the contract shall be from the contract start date stated on the Notice to Proceed up to and including December 31, 2020 (i.e. 2014, 2016, 2018, and 2020 election cycles), with additionally five (5) individual options to extend, if mutually agreed upon in writing, each for an additional twenty-four month period or any portion thereof in the State's discretion. The focus of the options to extend will be on maintenance, upgrades, and related services.

This contract is always subject to the availability of funds. As such, the contract may be cancelled, at any time, if funds are not available to support the contract.

6.040 CONTRACT ADMINISTRATOR (CA)

Mr. Scott T. Nago, 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.

6.080 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.

6.090 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. 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 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 (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. 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.

6.100 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.

6.110 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.

6.120 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.

6.130 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.

6.140 PROPOSAL ACCEPTANCE PERIOD

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

6.150 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 an 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.

6.160 CONTRACT EXECUTION

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

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

6.170 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.

6.180 INVOICING

Contractor shall submit an invoice to the Office of Elections in the format required by the State, along with whatever supporting documentation is required to process payment.

The Procurement Officer may require the Contractor to issue individual invoices to the counties and the State, which total the amount due under the contract.

In such an event, the Contractor shall submit its invoice to each of counties and State separately to the address the Procurement Officer provides, and each 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 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.

6.190 PAYMENT

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.

Payment will be at the end of the project when all work is complete and accepted by the State, unless otherwise agreed to by the State. For example, vendors are invited to submit an optional payment milestone request, as part of its proposal, that is aligned with their proposed work plan, where each payment milestone is associated with a set of project deliverables that can be verified by the State and provide value to the State (e.g. completion of the online voter registration system, statewide voter registration system, or election management system). Other schedules for payment will be considered by the State.

6.200 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.

6.210 CONTRACT MODIFICATION

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

6.220 CONTRACT INVALIDATION

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

6.230 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.

6.240 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.

6.250 DAMAGES

It is mutually understood and agreed by and between the parties to the contract that time is of the essence and that in the case of the failure to meet any requirements of the RFP or the resulting the contract, the State will be damaged thereby.

6.260 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.

6.270 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.

6.280 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: Appendices

Appendix A - Excerpt of NVRA
Appendix B - Section 303, HAVA
Appendix C - Specifications
Appendix D - AG General Conditions
Appendix E - Certificate of Cost or Price Data

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

**OFFER FORM
OF-1**

A Statewide Voter Registration System, Online Voter Registration System, and
Election Management System
Department of Accounting and General Services, Office of Elections
RFP-14-001-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 (AGS-008)(Revised 10/15/13), 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.

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.: _____
Print) _____
Name and Title (Please Type or

E-mail Address: _____ ** _____
Exact Legal Name of Company

(Offeror)

**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:

**OFFER FORM
OF-2**

The following offer is hereby submitted for the Statewide Voter Registration System, Online Voter Registration System, and Election Management System for the State of Hawaii, Department of Accounting and General Services, Office of Elections:

Proposal Price

Statewide Voter Registration System	\$ _____
Online Voter Registration System	\$ _____
Election Management System	\$ _____
*Grand Total:	\$ _____

Subsequent Optional Maintenance Costs**

Maintenance Costs (2021-2022)	\$ _____
Maintenance Costs (2023-2024)	\$ _____
Maintenance Costs (2025-2026)	\$ _____
Maintenance Costs (2027-2028)	\$ _____
Maintenance Costs (2029-2030)	\$ _____

*All systems include maintenance costs built into the cost of the system through December 31, 2020. In terms of scoring price, the grand total price will be used for calculation purposes. The optional extensions related to maintenance costs will not be factored into the scoring for price.

**The contract provides for five options to extend for twenty four month periods for maintenance, upgrades, and related services (hereinafter collectively referred to as "maintenance." Vendors are permitted to state what they believe would be the cost of those extensions. While the State may choose to separately negotiate with the successful vendor on the specific cost of any extensions, any optional extension cost stated by the vendor in this form is a firm offer by the vendor that cannot be revoked by the vendor. Additionally, the winning vendor for the development of the New System may not ultimately obtain a maintenance extension at the price proposed in this offer sheet. Finally, the State may decide

instead to utilize a different vendor or use in-house services to address its maintenance needs.

Offeror: _____
COMPANY NAME

Authorized
Signature _____

Dated: _____

**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.

APPENDICES

Appendix A - Excerpt of NVRA

Appendix B - Section 303, HAVA

Appendix C - Specifications

1. Hawaii Statewide Voter Registration System Functional Requirements (Pages 1-12)
2. Hawaii Statewide Voter Registration System Non-Functional Requirements (Pages 13-15)
3. Hawaii Statewide Voter Registration System General System Architecture (Pages 16-22)
4. Hawaii Statewide Voter Registration System Data Migration/Conversion Requirements (Pages 23-25)
5. Hawaii Statewide Voter Registration System SVRS/DMV Interface Description (Pages 26-28)
6. Hawaii Statewide Voter Registration System Processing Flowcharts (Pages 29-38)
7. Hawaii Statewide Voter Registration System SVRS/DMV Interface Description (Pages 39-42)
8. Hawaii Statewide Voter Registration System Election Management Functional Requirements (Pages 43-56)
9. Hawaii Statewide Voter Registration System Module Data Sharing (Pages 57)
10. Hawaii Statewide Voter Registration System Cost Analysis Worksheets (Pages 58-63)

Appendix D - AG General Conditions

Appendix E - Certificate of Cost or Pricing Data

(4) the term "State" means a State of the United States and the District of Columbia; and

(5) the term "voter registration agency" means an office designated under section 7(a)(1) to perform voter registration activities.

42 USC 1973gg-2. **SEC. 4. NATIONAL PROCEDURES FOR VOTER REGISTRATION FOR ELECTIONS FOR FEDERAL OFFICE.**

(a) **IN GENERAL.**—Except as provided in subsection (b), notwithstanding any other Federal or State law, in addition to any other method of voter registration provided for under State law, each State shall establish procedures to register to vote in elections for Federal office—

(1) by application made simultaneously with an application for a motor vehicle driver's license pursuant to section 5;

(2) by mail application pursuant to section 6; and

(3) by application in person—

(A) at the appropriate registration site designated with respect to the residence of the applicant in accordance with State law; and

(B) at a Federal, State, or nongovernmental office designated under section 7.

(b) **NONAPPLICABILITY TO CERTAIN STATES.**—This Act does not apply to a State described in either or both of the following paragraphs:

(1) A State in which, under law that is in effect continuously on and after March 11, 1993, there is no voter registration requirement for any voter in the State with respect to an election for Federal office.

(2) A State in which, under law that is in effect continuously on and after March 11, 1993, or that was enacted on or prior to March 11, 1993, and by its terms is to come into effect upon the enactment of this Act, so long as that law remains in effect, all voters in the State may register to vote at the polling place at the time of voting in a general election for Federal office.

42 USC 1973gg-3. **SEC. 5. SIMULTANEOUS APPLICATION FOR VOTER REGISTRATION AND APPLICATION FOR MOTOR VEHICLE DRIVER'S LICENSE.**

(a) **IN GENERAL.**—(1) Each State motor vehicle driver's license application (including any renewal application) submitted to the appropriate State motor vehicle authority under State law shall serve as an application for voter registration with respect to elections for Federal office unless the applicant fails to sign the voter registration application.

(2) An application for voter registration submitted under paragraph (1) shall be considered as updating any previous voter registration by the applicant.

(b) **LIMITATION ON USE OF INFORMATION.**—No information relating to the failure of an applicant for a State motor vehicle driver's license to sign a voter registration application may be used for any purpose other than voter registration.

(c) **FORMS AND PROCEDURES.**—(1) Each State shall include a voter registration application form for elections for Federal office as part of an application for a State motor vehicle driver's license.

(2) The voter registration application portion of an application for a State motor vehicle driver's license—

(A) may not require any information that duplicates information required in the driver's license portion of the form (other than a second signature or other information necessary under subparagraph (C));

(B) may require only the minimum amount of information necessary to—

(i) prevent duplicate voter registrations; and

(ii) enable State election officials to assess the eligibility of the applicant and to administer voter registration and other parts of the election process;

(C) shall include a statement that—

(i) states each eligibility requirement (including citizenship);

(ii) contains an attestation that the applicant meets each such requirement; and

(iii) requires the signature of the applicant, under penalty of perjury;

(D) shall include, in print that is identical to that used in the attestation portion of the application—

(i) the information required in section 8(a)(5) (A) and (B);

(ii) a statement that, if an applicant declines to register to vote, the fact that the applicant has declined to register will remain confidential and will be used only for voter registration purposes; and

(iii) a statement that if an applicant does register to vote, the office at which the applicant submits a voter registration application will remain confidential and will be used only for voter registration purposes; and

(E) shall be made available (as submitted by the applicant, or in machine readable or other format) to the appropriate State election official as provided by State law.

(d) CHANGE OF ADDRESS.—Any change of address form submitted in accordance with State law for purposes of a State motor vehicle driver's license shall serve as notification of change of address for voter registration with respect to elections for Federal office for the registrant involved unless the registrant states on the form that the change of address is not for voter registration purposes.

(e) TRANSMITTAL DEADLINE.—(1) Subject to paragraph (2), a completed voter registration portion of an application for a State motor vehicle driver's license accepted at a State motor vehicle authority shall be transmitted to the appropriate State election official not later than 10 days after the date of acceptance.

(2) If a registration application is accepted within 5 days before the last day for registration to vote in an election, the application shall be transmitted to the appropriate State election official not later than 5 days after the date of acceptance.

SEC. 6. MAIL REGISTRATION.

42 USC 1973gg-4.

(a) FORM.—(1) Each State shall accept and use the mail voter registration application form prescribed by the Federal Election Commission pursuant to section 9(a)(2) for the registration of voters in elections for Federal office.

(2) In addition to accepting and using the form described in paragraph (1), a State may develop and use a mail voter registration

(F) general information on Federal and State laws regarding prohibitions on acts of fraud and misrepresentation.

(c) **VOTERS WHO VOTE AFTER THE POLLS CLOSE.**—Any individual who votes in an election for Federal office as a result of a Federal or State court order or any other order extending the time established for closing the polls by a State law in effect 10 days before the date of that election may only vote in that election by casting a provisional ballot under subsection (a). Any such ballot cast under the preceding sentence shall be separated and held apart from other provisional ballots cast by those not affected by the order.

(d) **EFFECTIVE DATE FOR PROVISIONAL VOTING AND VOTING INFORMATION.**—Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2004.

42 USC 15483.

SEC. 303. COMPUTERIZED STATEWIDE VOTER REGISTRATION LIST REQUIREMENTS AND REQUIREMENTS FOR VOTERS WHO REGISTER BY MAIL.

(a) **COMPUTERIZED STATEWIDE VOTER REGISTRATION LIST REQUIREMENTS.**—

(1) **IMPLEMENTATION.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (B), each State, acting through the chief State election official, shall implement, in a uniform and nondiscriminatory manner, a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level that contains the name and registration information of every legally registered voter in the State and assigns a unique identifier to each legally registered voter in the State (in this subsection referred to as the “computerized list”), and includes the following:

(i) The computerized list shall serve as the single system for storing and managing the official list of registered voters throughout the State.

(ii) The computerized list contains the name and registration information of every legally registered voter in the State.

(iii) Under the computerized list, a unique identifier is assigned to each legally registered voter in the State.

(iv) The computerized list shall be coordinated with other agency databases within the State.

(v) Any election official in the State, including any local election official, may obtain immediate electronic access to the information contained in the computerized list.

(vi) All voter registration information obtained by any local election official in the State shall be electronically entered into the computerized list on an expedited basis at the time the information is provided to the local official.

(vii) The chief State election official shall provide such support as may be required so that local election

officials are able to enter information as described in clause (vi).

(viii) The computerized list shall serve as the official voter registration list for the conduct of all elections for Federal office in the State.

(B) EXCEPTION.—The requirement under subparagraph (A) shall not apply to a State in which, under a State law in effect continuously on and after the date of the enactment of this Act, there is no voter registration requirement for individuals in the State with respect to elections for Federal office.

(2) COMPUTERIZED LIST MAINTENANCE.—

(A) IN GENERAL.—The appropriate State or local election official shall perform list maintenance with respect to the computerized list on a regular basis as follows:

(i) If an individual is to be removed from the computerized list, such individual shall be removed in accordance with the provisions of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), including subsections (a)(4), (c)(2), (d), and (e) of section 8 of such Act (42 U.S.C. 1973gg-6).

(ii) For purposes of removing names of ineligible voters from the official list of eligible voters—

(I) under section 8(a)(3)(B) of such Act (42 U.S.C. 1973gg-6(a)(3)(B)), the State shall coordinate the computerized list with State agency records on felony status; and

(II) by reason of the death of the registrant under section 8(a)(4)(A) of such Act (42 U.S.C. 1973gg-6(a)(4)(A)), the State shall coordinate the computerized list with State agency records on death.

(iii) Notwithstanding the preceding provisions of this subparagraph, if a State is described in section 4(b) of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-2(b)), that State shall remove the names of ineligible voters from the computerized list in accordance with State law.

(B) CONDUCT.—The list maintenance performed under subparagraph (A) shall be conducted in a manner that ensures that—

(i) the name of each registered voter appears in the computerized list;

(ii) only voters who are not registered or who are not eligible to vote are removed from the computerized list; and

(iii) duplicate names are eliminated from the computerized list.

(3) TECHNOLOGICAL SECURITY OF COMPUTERIZED LIST.—The appropriate State or local official shall provide adequate technological security measures to prevent the unauthorized access to the computerized list established under this section.

(4) MINIMUM STANDARD FOR ACCURACY OF STATE VOTER REGISTRATION RECORDS.—The State election system shall include provisions to ensure that voter registration records in the State are accurate and are updated regularly, including the following:

(A) A system of file maintenance that makes a reasonable effort to remove registrants who are ineligible to vote from the official list of eligible voters. Under such system, consistent with the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), registrants who have not responded to a notice and who have not voted in 2 consecutive general elections for Federal office shall be removed from the official list of eligible voters, except that no registrant may be removed solely by reason of a failure to vote.

(B) Safeguards to ensure that eligible voters are not removed in error from the official list of eligible voters.

(5) VERIFICATION OF VOTER REGISTRATION INFORMATION.—

(A) REQUIRING PROVISION OF CERTAIN INFORMATION BY APPLICANTS.—

(i) IN GENERAL.—Except as provided in clause (ii), notwithstanding any other provision of law, an application for voter registration for an election for Federal office may not be accepted or processed by a State unless the application includes—

(I) in the case of an applicant who has been issued a current and valid driver's license, the applicant's driver's license number; or

(II) in the case of any other applicant (other than an applicant to whom clause (ii) applies), the last 4 digits of the applicant's social security number.

(ii) SPECIAL RULE FOR APPLICANTS WITHOUT DRIVER'S LICENSE OR SOCIAL SECURITY NUMBER.—If an applicant for voter registration for an election for Federal office has not been issued a current and valid driver's license or a social security number, the State shall assign the applicant a number which will serve to identify the applicant for voter registration purposes. To the extent that the State has a computerized list in effect under this subsection and the list assigns unique identifying numbers to registrants, the number assigned under this clause shall be the unique identifying number assigned under the list.

(iii) DETERMINATION OF VALIDITY OF NUMBERS PROVIDED.—The State shall determine whether the information provided by an individual is sufficient to meet the requirements of this subparagraph, in accordance with State law.

(B) REQUIREMENTS FOR STATE OFFICIALS.—

(i) SHARING INFORMATION IN DATABASES.—The chief State election official and the official responsible for the State motor vehicle authority of a State shall enter into an agreement to match information in the database of the statewide voter registration system with information in the database of the motor vehicle authority to the extent required to enable each such official to verify the accuracy of the information provided on applications for voter registration.

(ii) AGREEMENTS WITH COMMISSIONER OF SOCIAL SECURITY.—The official responsible for the State motor vehicle authority shall enter into an agreement with

Contracts.

the Commissioner of Social Security under section 205(r)(8) of the Social Security Act (as added by subparagraph (C)).

(C) ACCESS TO FEDERAL INFORMATION.—Section 205(r) of the Social Security Act (42 U.S.C. 405(r)) is amended by adding at the end the following new paragraph:

“(8)(A) The Commissioner of Social Security shall, upon the request of the official responsible for a State driver’s license agency pursuant to the Help America Vote Act of 2002—

“(i) enter into an agreement with such official for the purpose of verifying applicable information, so long as the requirements of subparagraphs (A) and (B) of paragraph (3) are met; and

Contracts.

“(ii) include in such agreement safeguards to assure the maintenance of the confidentiality of any applicable information disclosed and procedures to permit such agency to use the applicable information for the purpose of maintaining its records.

Confidentiality.

“(B) Information provided pursuant to an agreement under this paragraph shall be provided at such time, in such place, and in such manner as the Commissioner determines appropriate.

“(C) The Commissioner shall develop methods to verify the accuracy of information provided by the agency with respect to applications for voter registration, for whom the last 4 digits of a social security number are provided instead of a driver’s license number.

Procedures.

“(D) For purposes of this paragraph—

“(i) the term ‘applicable information’ means information regarding whether—

“(I) the name (including the first name and any family forename or surname), the date of birth (including the month, day, and year), and social security number of an individual provided to the Commissioner match the information contained in the Commissioner’s records, and

“(II) such individual is shown on the records of the Commissioner as being deceased; and

“(ii) the term ‘State driver’s license agency’ means the State agency which issues driver’s licenses to individuals within the State and maintains records relating to such licensure.

“(E) Nothing in this paragraph may be construed to require the provision of applicable information with regard to a request for a record of an individual if the Commissioner determines there are exceptional circumstances warranting an exception (such as safety of the individual or interference with an investigation).

“(F) Applicable information provided by the Commission pursuant to an agreement under this paragraph or by an individual to any agency that has entered into an agreement under this paragraph shall be considered as strictly confidential and shall be used only for the purposes described in this paragraph and for carrying out an agreement under this paragraph. Any officer or employee or former officer or employee of a State, or any officer or employee or former officer or employee of a contractor of a State who, without the written authority of the Commissioner, publishes or communicates any applicable information in such individual’s possession by reason of such employment or position as such an officer, shall be guilty of a felony and upon conviction

Penalties.

thereof shall be fined or imprisoned, or both, as described in section 208.”.

(D) SPECIAL RULE FOR CERTAIN STATES.—In the case of a State which is permitted to use social security numbers, and provides for the use of social security numbers, on applications for voter registration, in accordance with section 7 of the Privacy Act of 1974 (5 U.S.C. 552a note), the provisions of this paragraph shall be optional.

(b) REQUIREMENTS FOR VOTERS WHO REGISTER BY MAIL.—

(1) IN GENERAL.—Notwithstanding section 6(c) of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4(c)) and subject to paragraph (3), a State shall, in a uniform and nondiscriminatory manner, require an individual to meet the requirements of paragraph (2) if—

(A) the individual registered to vote in a jurisdiction by mail; and

(B)(i) the individual has not previously voted in an election for Federal office in the State; or

(ii) the individual has not previously voted in such an election in the jurisdiction and the jurisdiction is located in a State that does not have a computerized list that complies with the requirements of subsection (a).

(2) REQUIREMENTS.—

(A) IN GENERAL.—An individual meets the requirements of this paragraph if the individual—

(i) in the case of an individual who votes in person—

(I) presents to the appropriate State or local election official a current and valid photo identification; or

(II) presents to the appropriate State or local election official a copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter; or

(ii) in the case of an individual who votes by mail, submits with the ballot—

(I) a copy of a current and valid photo identification; or

(II) a copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter.

(B) FAIL-SAFE VOTING.—

(i) IN PERSON.—An individual who desires to vote in person, but who does not meet the requirements of subparagraph (A)(i), may cast a provisional ballot under section 302(a).

(ii) BY MAIL.—An individual who desires to vote by mail but who does not meet the requirements of subparagraph (A)(ii) may cast such a ballot by mail and the ballot shall be counted as a provisional ballot in accordance with section 302(a).

(3) INAPPLICABILITY.—Paragraph (1) shall not apply in the case of a person—

(A) who registers to vote by mail under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) and submits as part of such registration either—

(i) a copy of a current and valid photo identification; or

(ii) a copy of a current utility bill, bank statement, government check, paycheck, or government document that shows the name and address of the voter;

(B)(i) who registers to vote by mail under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) and submits with such registration either—

(I) a driver's license number; or

(II) at least the last 4 digits of the individual's social security number; and

(ii) with respect to whom a State or local election official matches the information submitted under clause (i) with an existing State identification record bearing the same number, name and date of birth as provided in such registration; or

(C) who is—

(i) entitled to vote by absentee ballot under the Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff-1 et seq.);

(ii) provided the right to vote otherwise than in person under section 3(b)(2)(B)(ii) of the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee-1(b)(2)(B)(ii)); or

(iii) entitled to vote otherwise than in person under any other Federal law.

(4) CONTENTS OF MAIL-IN REGISTRATION FORM.—

(A) IN GENERAL.—The mail voter registration form developed under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) shall include the following:

(i) The question “Are you a citizen of the United States of America?” and boxes for the applicant to check to indicate whether the applicant is or is not a citizen of the United States.

(ii) The question “Will you be 18 years of age on or before election day?” and boxes for the applicant to check to indicate whether or not the applicant will be 18 years of age or older on election day.

(iii) The statement “If you checked ‘no’ in response to either of these questions, do not complete this form.”.

(iv) A statement informing the individual that if the form is submitted by mail and the individual is registering for the first time, the appropriate information required under this section must be submitted with the mail-in registration form in order to avoid the additional identification requirements upon voting for the first time.

(B) INCOMPLETE FORMS.—If an applicant for voter registration fails to answer the question included on the mail voter registration form pursuant to subparagraph (A)(i), the registrar shall notify the applicant of the failure and provide the applicant with an opportunity to complete the form in a timely manner to allow for the completion of

Notification.

the registration form prior to the next election for Federal office (subject to State law).

(5) CONSTRUCTION.—Nothing in this subsection shall be construed to require a State that was not required to comply with a provision of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.) before the date of the enactment of this Act to comply with such a provision after such date.

(c) PERMITTED USE OF LAST 4 DIGITS OF SOCIAL SECURITY NUMBERS.—The last 4 digits of a social security number described in subsections (a)(5)(A)(i)(II) and (b)(3)(B)(i)(II) shall not be considered to be a social security number for purposes of section 7 of the Privacy Act of 1974 (5 U.S.C. 552a note).

(d) EFFECTIVE DATE.—

(1) COMPUTERIZED STATEWIDE VOTER REGISTRATION LIST REQUIREMENTS.—

(A) IN GENERAL.—Except as provided in subparagraph (B), each State and jurisdiction shall be required to comply with the requirements of subsection (a) on and after January 1, 2004.

Applicability.

(B) WAIVER.—If a State or jurisdiction certifies to the Commission not later than January 1, 2004, that the State or jurisdiction will not meet the deadline described in subparagraph (A) for good cause and includes in the certification the reasons for the failure to meet such deadline, subparagraph (A) shall apply to the State or jurisdiction as if the reference in such subparagraph to “January 1, 2004” were a reference to “January 1, 2006”.

(2) REQUIREMENT FOR VOTERS WHO REGISTER BY MAIL.—

(A) IN GENERAL.—Each State and jurisdiction shall be required to comply with the requirements of subsection (b) on and after January 1, 2004, and shall be prepared to receive registration materials submitted by individuals described in subparagraph (B) on and after the date described in such subparagraph.

(B) APPLICABILITY WITH RESPECT TO INDIVIDUALS.—The provisions of subsection (b) shall apply to any individual who registers to vote on or after January 1, 2003.

42 USC 15484.

SEC. 304. MINIMUM REQUIREMENTS.

The requirements established by this title are minimum requirements and nothing in this title shall be construed to prevent a State from establishing election technology and administration requirements that are more strict than the requirements established under this title so long as such State requirements are not inconsistent with the Federal requirements under this title or any law described in section 906.

42 USC 15485.

SEC. 305. METHODS OF IMPLEMENTATION LEFT TO DISCRETION OF STATE.

The specific choices on the methods of complying with the requirements of this title shall be left to the discretion of the State.

Hawaii Statewide Voter Registration System

Functional Requirements

Introduction

This document outlines the core functional requirements of the Statewide Voter Registration System (SVRS) for the State of Hawaii. This document is based on a review of legislation and the capabilities of the current voter registration system. It eliminates obsolete functions, promotes explicit support for certain features, and adds new requirements stemming from recent legislation. It is primarily focused on functionality required to manage voter registrations, as opposed to election management, whose requirements are covered by a separate document.

Voter Registration Component

The Voter Registration Component provides for the entry, maintenance, and searching of voter registrations for the entire state of Hawaii. Naturally it is the core of the voter registration system and drives all of the related processes. The Voter Registration Components are comprised of a set of discrete, integrated components that manage:

1. Voter Registrations and Affidavits
2. Street Index – streets, address ranges, districts, and precincts
3. Elections – name, type, date of election, and registration cutoff dates only
4. Polling Places – name, address, and other information for voters
5. Voter History – voting activity

Affidavits

The Voter Registration Component handles entry and processing of voter registration affidavits (i.e., applications) of various kinds:

1. WikiWiki – Voter Registration & Permanent Absentee Affidavit
2. Motor Voter – affidavit included on Driver's License Application and Identification Card Application
3. Application for Absentee Voter Ballot
4. Federal Post Card Application (FPCA) – available via the Federal Voting Assistance Program (FVAP) for Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters
5. Electronic Application – online voter registration affidavit
6. Address Confirmation and Re-Registration Affidavit (RAF)
7. National Voter Registration Form from the Election Assistance Commission
8. Personal letter

Updates to a voter registration may be made for:

1. New Registration – move into state or come of age; create new record or re-activate old record, if any, for voter; notify previous state/county, if provided by voter
2. Cancelled Registration – cancelled at voter's request
3. Move Out – notification from another state that voter has registered elsewhere
4. Address Change:
 - a. New residence within county – update address and district/precinct if necessary
 - b. New mailing address, same residence – update mailing address only

Hawaii Statewide Voter Registration System: Functional Requirements

- c. Move to another Hawaii county – update county, address, district/precinct, and status if necessary
5. Name Change – former name saved and included in searches; may have multiple former names
6. Pre-Registration for 16- and 17-year-olds – automatically activated in time for voter to vote when 18
7. Re-Registration of Inactive Voters – updates voter’s registration address and/or status. Re-registration can be completed up to and including Election Day.
8. Corrections – corrections of certain data entry errors may be made by order of the clerk without a new affidavit
9. Returned Mailings – address confirmations or other mailings, including those returned by the USPS as non-deliverable
10. Challenge – cancelled for cause by order of the County Clerk, Board of Registration, and/or Intermediate Appellate Court

Each affidavit is recorded with:

1. Affidavit Number – office-assigned or system-generated unique number for the affidavit
2. Date – date on which affidavit was signed and sworn, submitted, postmarked, or received and the date the affidavit information is entered into the SVRS with no reported errors
3. County – county in Hawaii that received the affidavit
4. Form – identifies the form submitted (e.g., Election Office form, Driver’s License Application)
5. Source – identifies the agency that received/assisted with the affidavit form (e.g., Department of Motor Vehicles – DMV); for National Voter Registration Act (NVRA) reporting and reimbursement purposes
6. Disposition – the result of processing an affidavit, is one of:
 - a. New – affidavit is complete, correct, and timely and is a new registration in time for the next election
 - b. Pending – affidavit is complete and correct but new registration is not in time for the next election; voter will automatically be activated for subsequent elections
 - c. Change – affidavit is complete and correct and is a change to an existing registration
 - d. Incomplete – affidavit is missing critical information that prevents acceptance of the application
 - e. Unsigned – affidavit is missing applicant’s signature and cannot be accepted
 - f. Duplicate – application is a duplicate (i.e., contains the registered voter’s current name and address)
 - g. Disqualified – applicant is not qualified to register for one of the following reasons;
 - i. Non-U.S. citizen
 - ii. Non-resident of state
 - i. Underage – too young (under 16) to even pre-register

The system includes document reconciliation – a way to verify that all affidavits in a batch of affidavits have been processed. The SVRS supports the ability to check for any active registration at the current address for the any affidavit being processed. If an active voter with a different last name is registered at the same address then the user is alerted.

National Change of Address (NCOA)

The addresses contained in the SVRS are periodically output to a file for third party identification of any address where a voter has filed a change of address with the United States Postal Service (USPS). The NCOA cleanse is typically performed prior to the beginning of an election cycle or mass mailing to voters. The NCOA verification results are imported back into the SVRS and automatically identifies any potential change of address. The potential address change must be approved by a county user and any change/updated address automatically generates a notification mailing to the voter to confirm the address change.

Online Registration

In 2012 the Hawaii legislature passed a bill (H.B. 1755) that the governor signed into law calling for online voter registration so that voters can register to vote via the internet if they have government-issued identification that can be electronically verified (e.g., driver's license). This is not just a form that can be filled out, signed, and mailed in, but a recognized affidavit that can be completed and submitted online. The voter's signature may be acquired from the issuing government agency when their ID is verified. Online registration requires substantially the same information as the usual affidavit forms. The voter may also be required to provide answers to security questions to be used in future transactions regarding their registration. Each online affidavit is automatically assigned a unique 'transaction number' similar to current affidavit numbers. Public users can use the online voter registration system to:

1. Enter an online affidavit to register or re-register for voting in Hawaii (new, legislated)
2. Verify their voter registration status (currently can verify before an election)
3. Determine their district/precinct and/or polling place for an upcoming election (current feature)
4. Register as permanent absentee voter
5. Request an absentee ballot
6. Determine the status of their absentee ballot

The goal of a successful online registration results in an automatic confirmation e-mail sent to the voter. Refer to the On-Line Voter Registration Process flow diagram.

General

For both online registrations and clerk-entered registrations, the Voter Registration Component provides:

1. Form Validation – entered values are fully validated against business rules
2. Concurrency Control – attempts to update a voter registration record by two or more users or processes at the same time is prevented by locking the record until updating is complete, although other users/processes can still search, read, and report the record
3. Audit Logging – automatically logs change events for voter address changes, name changes, status changes and changes to other critical fields; logs notifications sent to the voter; events are logged with date/time, user, affidavit number (if applicable), previous value (for change events), letter type (for notifications); users can list audit events for a voter

Automation

For both online registrations and clerk-entered registrations, the Voter Registration Component provides automatic:

1. Duplicate Checking – affidavits are automatically matched to existing voter records by name, date of birth (DOB), Social Security Number (SSN), and/or Driver's License/Identification Card (DL) to avoid duplicates and to detect voter name and address changes

Hawaii Statewide Voter Registration System: Functional Requirements

2. Identity Verification – for new registrations automatically verifies name, DOB, SSN (full or 4-digit), and Drivers License number with DMV and/or Social Security Administration (SSA); if necessary, copies full SSN and signature from DMV
3. Disqualification Checks – real-time or offline checks for voters who are deceased, incarcerated felons, or mentally incompetent. The number of individuals reported from each agency is generally small and the disqualification updates are handled manually from a published report. Where the number of individuals is larger, flat files are provided in a defined format.
4. Eligibility Check – automatically checks whether registration is timely for next election

Batch Processes

Periodically, the system may execute (either automatically or by explicit command) batch processes to:

1. Flag potential moves – identify voters who may have moved from their registered residence address, using National Change of Address (NCOA) and other data sources
2. Fail Safe – update the status of voters who have not voted in two election cycles
3. Cancel permanent absentee – cancel permanent absentee status for voters who did not vote in the last election cycle
4. Cancel FPCA – cancel absentee ballot requests for voters who registered via FPCA. The voters remain active registered voters.
5. Purge – delete obsolete data that no longer must be maintained

Searching

Voter registration records can be searched by one or more of the voter identification fields (i.e., name, SSN, DL, DOB, etc.), former names, and/or address in order to find records for confirming or updating a voter registration. The voter search capability may also be used to verify a voter's status and/or signature on an absentee request or ballot, pollbook, petition, provisional ballot, re-registration, etc. All registered voters at the same address (i.e., in the same household) can be searched by address.

Voter Registration Records

Each registered voter (current and former, until record is purged) has a separate voter registration record that contains all of the voter's registration information for access by county clerks. The voter registration record includes:

1. Voter Identification – includes name (last, first, middle initial, suffix), gender, DOB, SSN, and DL
2. Unique Voter Identifier (UVI) – system-generated unique voter identifier used in lieu of SSN for uniquely identifying voters for registration and voting purposes; voter retains same number even if moves to another Hawaii county.
3. Residence Address – place of residence, may be a valid street address or a location description; residence determines voter's county, district, and precinct
4. County – the county in Hawaii in which the voter is or was last registered
5. District/Precinct – the voter's assigned voting precinct, which determines their polling place and ballot type for a given election; based on the residence address
6. Mailing Address – domestic or international (for FPCA) address for notices, voting materials, and absentee ballots; often same as residence address

Hawaii Statewide Voter Registration System: Functional Requirements

7. Forwarding Address – forwarding address that voter has filed as a change of address with the U.S. Postal Service (USPS) and that the USPS has affixed to mail that was sent to the voter at their mailing address but that was returned as undeliverable
8. Forwarding Date – date on which forwarding address was entered
9. Permanent Absentee Address – optional separate mailing address for permanent absentee ballots
10. Contact Information – optional voter’s home, work, and cell phone numbers, fax number, and email address
11. Former names – voter’s former names, if any; may be more than one
12. Registration Status – voter’s current registration status, one of:
 - a. Active – on the register for the next election
 - b. Pending – valid but registered less than 30 days before the next election; automatically made Active 30 days after registering
 - c. Underage – underage citizen (at least 16) who has pre-registered; automatically made active when 18
 - d. Incomplete/Never Complete (INC) – Submitted affidavit is assigned an affidavit number but the application is expected to remain incomplete, abandon or the voter is ineligible
 - e. FPCA – UOCAVA (i.e., overseas) voter registered via FPCA and is entitled to a regular or Federal Write-In Absentee Ballot (FWAB)
 - f. Fail Safe – registered voter who did not vote or request an absentee ballot in two full election cycles is automatically marked as inactive (i.e., still in the system but not on the active register)
 - g. Cancelled – by voter
 - h. Moved out of state – notified by voter’s new state
 - i. Expired FPCA – if voter registered via FPCA then registration automatically expires at the end of the calendar year
 - j. Disqualified for one or more reasons:
 - i. Deceased
 - ii. Incarcerated felon
 - iii. Adjudicated mentally incompetent (non compos mentis)
13. Conditions – supplemental true/false aspects of the voter’s status or condition:
 - a. Identity/Residence Confirmed – per Help America Vote Act (HAVA) requirements, voter has provided a photo I.D. (e.g., driver’s license) or other document or copy of a document that shows they are a current resident of Hawaii; or voter has otherwise satisfied HAVA requirements
 - b. Permanent Absentee – active voter who has applied to receive absentee ballots for all elections; permanent absentee status lapses if there is no voting activity for one full election cycle
 - c. Confidential – voter is in law enforcement or has other safety reason to maintain confidential address and contact information (i.e., voter is not listed in publicly available documents, including pollbooks). Confidential voters are required to vote as permanent absentee voters
 - d. Questionable Address – voter appears to have moved (i.e., mail sent to voter has been returned as undeliverable, either with or without a forwarding address)
 - e. Challenged – voter’s status is pending a ruling on a challenge; if challenge is upheld then voter will be disqualified by order for a specified reason

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14. Effective Date of Registration – date on which voter became registered in Hawaii
15. Preferred Language – for voting materials and ballots, one of: English (default), Chinese, Japanese, or Ilocano
16. FPCA Fields – UOCAVA classification (e.g., Uniformed Services, Spouse/Dependent, Overseas Temporary, etc.), ballot preferences (mail, email, fax)
17. Signature – image of voter’s signature from affidavit or driver’s license form; facilitates verification of voter’s signature on absentee request or ballots, pollbooks, petitions, etc.
18. Documents – images of affidavits and other documents; with scan date and user
19. Notes – supporting text for challenges or other special situations; with date and user

Outputs

There are a number of printed and digital outputs and reports of voter registration data, including:

1. Letters – voter registration processing can result in generation of a letter and/or mailing label from a letter template, for:
 - a. Notice of incomplete affidavit
 - b. Notice of duplicate affidavit
 - c. Confirmation of new registration, address change, name change
 - d. Forwardable address confirmation
 - e. Non-forwardable notification
2. Mass Mailings – mass mailings to registered voters require letters and/or mailing labels for:
 - a. Address confirmations
 - b. Election materials
3. Pollbooks – before each election the pollbook for each precinct is printed; a pollbook contains the list of all registered voters in the precinct at the time that the register was closed prior to the election and includes include:
 - a. Registered voters in alphabetical order for polling place management
 - b. Name, address, and month/Day of DOB of each voter
 - c. Space for voter’s signature
 - d. Space for voter’s ballot number
 - e. Space for remarks regarding voter’s status
 - f. Room for additional voters per correction orders
4. Correction Orders – changes to the register since it was closed prior to the election
5. Reports – a broad array of reports for a variety of purposes a part of the system. The vendor should provide a list of standard reports, if any, and account for the creation of additional custom reports in the following quantities and complexity:
 - a. Low complexity; quantity 20
 - b. Medium complexity; quantity 15
 - c. High complexity; quantity 10
6. Voter CD Purchase – public voter registration data for use by campaigns or other public users

Street Index Component

District/Precinct

The Street Index Component is used to lookup each voter's residence address to determine their district/precinct. 'District' here means Hawaii House District number (01-51). Precinct numbers (01 ... 10+) are only unique within a given House District so a precinct number must always include the district number (e.g., '44-02').

The street index also tracks all of the districts that a given district/precinct falls within, so that a voter's congressional, house, senate, and other districts can be determined from their district/precinct. No precinct in Hawaii crosses district boundaries, meaning that all voters in the precinct reside within the same set of districts and that the precinct is not divided into different subsets of districts (unlike 'split' precincts in some jurisdictions). That means that all voters residing in a precinct have the same ballot type (i.e., same set of contests in an election).

Districts

The system maintains the list of all districts that may have candidates or measures on a ballot and/or that may need to be reported to voters based on their residence. Each district definition includes:

1. Name – full name of the district, as it might appear on a ballot or report (e.g., 'State Representative, District 10')
2. Abbreviation – abbreviated name (may just be a district number, to be used where context establishes what type of district is referenced, e.g., '10')
3. Type – type of district, one of; U.S. Congressional, Hawaii House, Hawaii Senate, Council, Office of Hawaiian Affairs, etc.

Streets and Ranges

The street index contains records for a set of streets searchable by street name and county, and for each street one or more ranges of contiguous house numbers on that street that fall within the same district/precinct and ZIP code. A given range may include house numbers that are odd, even, or both (i.e., one side of a street may be in a different district/precinct from the other side of the street). Given a ZIP code, the street index can identify the county and city/town for mailing address purposes. Each street includes:

1. Street name – full street name, including street direction (if any) and type (e.g., 'ALA MOANA BLVD')
2. County – county that contains the street
3. Area – ahupua'a, community, village, or town for mailing purposes; managing same street traversing multiple areas must be supported
4. One or more ranges of house numbers on the street; each range includes:
 - a. Beginning house number – smallest house number in the range (house numbers in Hawaii may include hyphens, as in '45-553')
 - b. Ending house number – largest house number in the range
 - c. Side of street - one of; Odd, Even, or Both
 - d. ZIP code – USPS postal code
 - e. District/Precinct – voting district/precinct for all voters who reside at addresses in this range

District/Precinct Assignment

The SVRS provides automated assignment of a voter's district/precinct based on his or her address as contained in the street index. In the event the address of the voter is not contained in the street index, the district/precinct assignment can be performed manually by a user with sufficient permission.

GIS

It is possible that the Hawaii State Geographic Information System (GIS) can be used to populate, augment, or replace the requirement for a separate street index in the voter registration system in the future as a follow on project, provided that it;

1. Has a data layer that contains all of the Hawaii district/precinct boundaries
2. Is able to geocode a street address (i.e., determine exactly where the address is) in order to identify the district/precinct that the address lies within
3. Is up-to-date and actively maintained
4. Can be dynamically accessed by the voter registration system software
5. Has data layers (ideally) with boundary information for all of the political districts in the state so that the relationships between districts and precincts can be queried

A discussion of how the SVRS would incorporate the integration of the GIS system should be included.

Redistricting

From time to time, and at least every 10 years after the U.S. Census, districts are added or removed, boundaries are redrawn, and/or precincts are changed. This may affect the assigned voting district/precinct for some or all voters based on their residence address. Ideally, the street index can support more than one districting 'plan' at the same time so that a new plan can be created and perhaps even used to pre-lookup the new voter district/precinct assignments for voters while the current plan remains in effect. Then, when the new plan has been verified and approved a mass update can be done to switch to the new plan. One variation of this is to maintain each voter's district/precinct assignment in each plan and to then simply designate the new plan as the current one for determining the voter's current precinct and polling place.

Alternate approaches to support redistricting and verification of the new district plan and will be consider provided the approach achieves the objective outlined above.

Elections Component

The Elections Component maintains the definition of each managed election – past, present, and future. Past election definitions must be maintained for as long as voters' history for that election is to be maintained. Each election definition includes at least:

1. Name – name of the election for reports, display, etc.
2. Type – type of election, one of: Primary, General, or Special
3. Election Calendar – defines important dates that affect voters in an election, including:
 - a. Election Day – date of election
 - b. Registration Cutoff – last date that new voter registrations can be accepted in time for the election (generally 30 days before Election Day)
 - c. Absentee Request Cutoff – last date that requests for absentee ballots can be submitted by voters (generally 7 days before Election Day)
 - d. Walk-In Start – first date that voters can vote at walk-in absentee polling places (at least 10 days before Election Day)

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- e. Walk-In End – last date that voters can vote at walk-in absentee polling places (generally 2 days before Election Day)
- f. Mail Overseas Ballots – date by which county clerks mail absentee ballots to registered UOCAVA voters (generally 45 days before Election Day)
4. Administrative Calendar – the Election Calendar could also define dates that don't directly affect voters but are part of administering an election, including:
 - a. Candidate Deadlines – various deadlines for candidates
 - b. Party Deadlines – various deadlines for political parties
 - c. Ballot Deadlines – various deadlines regarding ballot questions for the election
 - d. Comment Deadlines – various deadlines regarding filing of complaints, objections, and challenges
 - e. Results Deadlines – various deadlines regarding reporting and certifying election results
5. Absentee Only – Yes/No, indicates whether all voting for the election is by absentee ballot only
6. Districts – list of political districts for which a candidate or measure is on the ballot for the election
7. Ballot Types – with complete district definitions in the street index, distinct ballot types for the election can be automatically determined

Polling Places Component

A polling place is a physical space for voters to cast ballots in person before or on Election Day, generally a school or government building within their district/precinct. For a given election, each district/precinct in the election must be assigned to a polling place or its voters must all vote absentee. A polling place can serve more than one district/precinct for any given election. Often, a district/precinct has the same polling place from election to election, although it can change depending on availability and other factors. Before an election voters are notified where the polling place for their district/precinct is for that election. The Polling Places Component must maintain at least the following attributes for each polling place in order to be able to notify voters of where to vote:

1. County – the polling place's county
2. Name – e.g., 'Kalaheo High School'
3. Address – location of the polling place
4. Facility – particular room or building at the location, e.g., 'Caf', 'Auditorium', 'Comm Ctr', 'Room 103', 'Gym', 'Mtg Rm', 'Hall', 'Stad', 'Soc Hall', 'Library', 'Conf Rm', 'Lanai', 'Pavilion', 'Bldg G'

For each polling place used in an election, the county also needs to maintain some or all of the following information:

1. Election – election that polling place is used in
2. Is Absentee – Yes/No, indicates whether the polling place, for this election, is an absentee polling place for walk-in voting prior to Election Day
3. District/Precincts – list of district/precincts served by the polling place (generally one district/precinct unless Is Absentee is Yes, in which case all district/precincts in the county are assumed); from this list, the list of ballot types for the polling place can be derived

Voter History Component

Voter History is the saved record of each voter's voting activity by election. Of course, the actual votes of a voter are secret and not recorded with the voter or even known; only the fact that the voter voted or

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attempted to vote is recorded. One purpose of recording voter history is to ensure that the voter does not cast more than one ballot in an election. Voter history records:

1. Election Day Ballots – ballots cast in person at a precinct polling place on Election Day
2. Absentee Ballots – absentee requests and ballots received and processed
3. Provisional Ballots – ballots that were provisionally accepted and subsequently investigated
4. Other election-related voting activity by or for a registered voter

Election Day Ballots

Providing a voter with credit for casting an Election Day ballots comes from the pollbooks that are in the polling places on Election Day and signed by each voter as they cast their ballot. Voters who sign the pollbook are recorded as having cast an Election Day ballot unless a cast ballot has already been recorded for them for one of the absentee processes. Voting credit from pollbooks is to be extracted using document imaging in an automated manner.

Absentee Ballots

In Hawaii, ‘absentee’ ballots include ballots cast by walk-in voters at absentee polling places prior to Election Day (aka Early Voting in some jurisdictions) as well as ballots cast by mail or even sometimes by fax. In the 2012 General Election, nearly 46% of the cast ballots in Hawaii were absentee ballots. Processing absentee requests for a ballot includes steps to:

1. Inspect and record the absentee request (may be rejected if not complete, valid, signed, or timely)
2. Confirm and/or update the voter’s registration
3. Record and mail the correct ballot to the voter’s absentee forwarding address (the voter may indicate that the ballot should be labeled ‘Hold for Arrival’)
4. Record mailed absentee ballots that have been returned as undeliverable
5. Receive cast absentee ballots
6. Accept and record valid absentee ballots for counting or
7. Reject and record invalid absentee ballots with reason for rejection

It is important to track the key steps in this process to ensure that each absentee voter has a reasonable opportunity to vote but that no voter is permitted to vote more than once.

It’s also possible for all voters in a precinct to be required to vote absentee, in which case they automatically receive their ballots by mail.

Permanent Absentee Voters

Many voters in Hawaii are registered as permanent absentee voters. They automatically receive absentee ballots by mail. These are handled like requested absentee ballots, but without the need for an explicit application or request for each election or election cycle. Any voter the fails to cast a ballot in an election that is registered as a permanent absentee voter is removed from the permanent absentee voter list and he/her status is automatically updated to regular voting status.

UOCAVA voters who register via FPCA also automatically receive absentee ballots. In certain cases it’s possible for a registered UOCAVA voter to cast a Federal Write-In Absentee Ballot (FWAB).

Provisional Ballots

When a voter’s registration is in question but the voter at the polling place asserts their right to vote, their ballot is provisionally accepted pending an investigation. The ballot is sealed in an envelope that identifies the

Hawaii Statewide Voter Registration System: Functional Requirements

voter until the voter's eligibility can be determined, at which time the ballot is accepted, separated, and counted with the other cast ballots or the ballot is rejected for a specified reason.

Voter History Records

Each voter history record includes:

1. Election – election for which voting activity took place
2. County – Hawaiian county in which the voter was registered at the time of the voting activity
3. District/Precinct – voter's assigned district/precinct for the election
4. Polling place – polling place, if any, where the ballot was cast
5. Date/time – date of voting activity and perhaps the time of day in certain cases
6. Absentee Request Number – number on the Application for Absentee Voter Ballot, if any
7. Absentee Forwarding Address – mailing address for absentee ballot
8. Hold for Arrival – Yes/No, indicates that the absentee ballot should be labeled with 'Hold for Arrival'
9. Tracking Number – absentee or provisional envelope tracking number
10. Rejection Reason – specific reason for rejection, when appropriate (e.g., absentee ballot not signed)
11. Method – method of voting, one of:
 - a. Election Day – in person at a precinct polling place
 - b. Walk-In Absentee – in person at an absentee polling place
 - c. By-Mail Absentee – for a specific election or election cycle (i.e., Primary and General)
 - d. By-Fax Absentee – with authorization, voter faxes ballot
 - e. Permanent Absentee – automatically mailed an absentee ballot
 - f. UOCAVA Absentee (FPCA) – automatically mailed an absentee ballot
 - g. Federal Write-In Absentee Ballot (FWAB) – a voter may submit a FWAB ballot that will be held until Election Day and will be counted if the voter fails to return the regular absentee ballot by the close of polls on Election Day.
12. Event – type of voting event, one of:
 - a. Ballot Cast – valid ballot received and counted
 - b. Ballot Rejected – invalid ballot rejected for a specified reason and not counted
 - c. Absentee Request Received – valid absentee request received
 - d. Absentee Request Rejected – absentee request rejected for a specified reason
 - e. Absentee Request Cancelled – absentee request cancelled by voter
 - f. Absentee Ballot Mailed – absentee ballot mailed to voter
 - g. Absentee Ballot Returned – mailed absentee ballot returned as undeliverable
 - h. Provisional Ballot Received – ballot cast in person at a polling place on Election Day was received and is pending investigation

The absence of any voter history for a voter in a given election means that the voter did not participate in that election. The lack of voting activity for a voter may eventually affect the voter's registration status.

Voter Moves to New County

If a registered voter moves to a new county within the State and re-registers, the complete voter record is assigned to the new county.

Paper Processing Automation

The SVRS shall support the use of barcode readers and document imaging capabilities for processing paper components of the voter registration and election management functions. The implementation of barcodes and document imaging technologies should be optional for users and based on local user discretion.

Machine Readable Printed Instruments

Any printed instrument that contains the voter's name should include the capability to print the instrument with a machine readable mark, e.g. barcode. This includes, but is not limited to, instruments as Voter Notification cards, Absentee by mail return envelopes and pollbooks. The capability to include machine readable codes should be a system architectural element that is supported throughout the system. The information contained in the machine readable mark will vary by instrument type and use.

Paper Processing Machine Readable Marks

The SVRS should include the ability to input data from voter registration and election management information contained in a printed instrument using barcode readers for any printed instrument provided by an individual registered voter. For printed instruments that contain multiple registered voters, document scanners using "forms processing" capability should be supported for automated paper processing.

Hawaii Statewide Voter Registration System

Non-Functional Requirements

Introduction

This document outlines the non-functional requirements for a Statewide Voter Registration System (SVRS) for the State of Hawaii. Non-functional requirements are those requirements other than the functions that the system must perform, such as speed, security, and reliability.

Operating Environment

Public Access

The system must provide internet access for public users to register as Hawaii voters via an online registration website. This interface must support all common computer-based web browsers, including:

1. Chrome
2. Internet Explorer
3. Firefox
4. Safari
5. Opera

Public users shall be allowed to interact with the system in any one of the supported voter languages: English, Chinese, Japanese, and Ilocano.

County Access

The system must also provide access for county clerk users to add, cancel, and otherwise manage voter registrations, maintain the street index, and perform all of the other functions of the system. This access shall be web-based via a PC browser over the internet. All county users shall use Windows-based PCs running the Microsoft Internet Explorer browser that comes with Windows, Version 8.0 or later.

County users shall only be able to interact with the system in English.

Usability

User Groups

Users are expected to belong to one of these groups:

1. Public users
2. Experienced clerks
3. Temporary clerks
4. Supervisors
5. Administrators

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All county users will be presumed to be proficient PC and web browser users.

508 Compliance

The system must be accessible to persons with disabilities as outlined in Section 508 of the Americans with Disabilities Act. This must be true for both public users as well as internal county users.

Reliability

Availability

The system shall be available 24 hours a day, 7 days a week, except for night-time maintenance activities as necessary. It is not absolutely necessary that the system always be available, day or night.

Robustness

In the event that the system shall encounter an unexpected internal error then the problem shall be logged to an internal log for IT personnel and the inability to fulfill the user's request shall be reported to the user and the system shall recover such that the user will be able to start over.

Security

All county users will be required to log into the system before any use, using a user name and password previously created by an administrator. County users shall be able to change their password as desired. Minimum password security constraints shall be enforced to prevent trivial passwords. The system should employ roll-based access and include either field- or page-level access controls.

All sensitive data (SSN, Driver's License. etc.) should be encrypted or obscured for both storage and transfer.

Errors

User errors shall be reported to the users in clear language, using terms that appear on the screens and shall not refer to error numbers or other codes or use unfamiliar acronyms. Form validation shall validate as much of the form as possible at one time so that the users are not required to respond to errors one at a time. In the event of an error that prevents completing a user's request, the previously entered form values shall be re-displayed so that the user can correct their errors and re-submit their request without starting over.

Concurrency

Concurrent (update) access of a single voter registration record will not be allowed, with rights going to the first user to open the record for updating. A record currently being updating by one user can be viewed by other users.

Hawaii Statewide Voter Registration System
Non-Functional Requirements

Performance

Data Capacity

The database must be capable of storing up to 2.5 million voter registration records with up to 10 years of voter history and audit events. In addition, document images for affidavits must be stored and retrievable.

Webserver Capacity

The webserver must be capable of supporting up to 200 simultaneous county users at peak times (prior to and during elections), or 30 users at non-peak times. County users may use the system heavily at peak times, with up to 100 page views per user per hour on average, or 20,000 page views per hour maximum. In addition, the webserver must be capable of supporting up to 250,000 visits by voters (in the two months prior to an election, with 5 page views per visit on average and an estimated peak of 25,000 page views per hour. Combined, that's an estimated maximum of 45,000 page views per hour.

Hawaii Statewide Voter Registration System

General System Architecture

Introduction

This document presents an estimated system capacity and a generalized description of the application and hardware architecture for Hawaii's new Statewide Voter Registration System (SVRS). The SVRS will be a web-based application and the components and their connectivity of the final deployed system may vary from the description below but will maintain the same relative magnitude of complexity, integration and operational demand. This document is only intended to provide interested parties the ability to scope the level of support and maintenance required to host the SVRS.

Projected System Capacity

Data Storage

The database must be capable of storing up to 2.5 million voters with up to 10 years of history at an estimated average of 9,000-10,000 bytes per voter (counting a complete voter record, voter history, address history, and signature image) for a maximum 25 GB of data, requiring an estimated 35 GB maximum disk space. Significant additional storage may be needed if document images are stored on disk – perhaps 20 KB average per voter for another 50 GB or an estimated total of 85 GB of disk storage. Initial requirements might be less than one tenth of that maximum.

Webserver Capacity

The webserver must be capable of supporting up to 100 simultaneous county users at peak times (prior to and during elections), or 20 users at non-peak times. County users could use the system heavily at peak times, with up to 100 page views per user per hour on average, or 10,000 page views per hour maximum. In addition, the webserver must be capable of supporting up to 250,000 visits by voters (1 voter in 10?) in the two months prior to an election, with 5 page views per visit on average and an estimated peak of 25,000 page views per hour. Combined, that's an estimated maximum of 35,000 page views per hour.

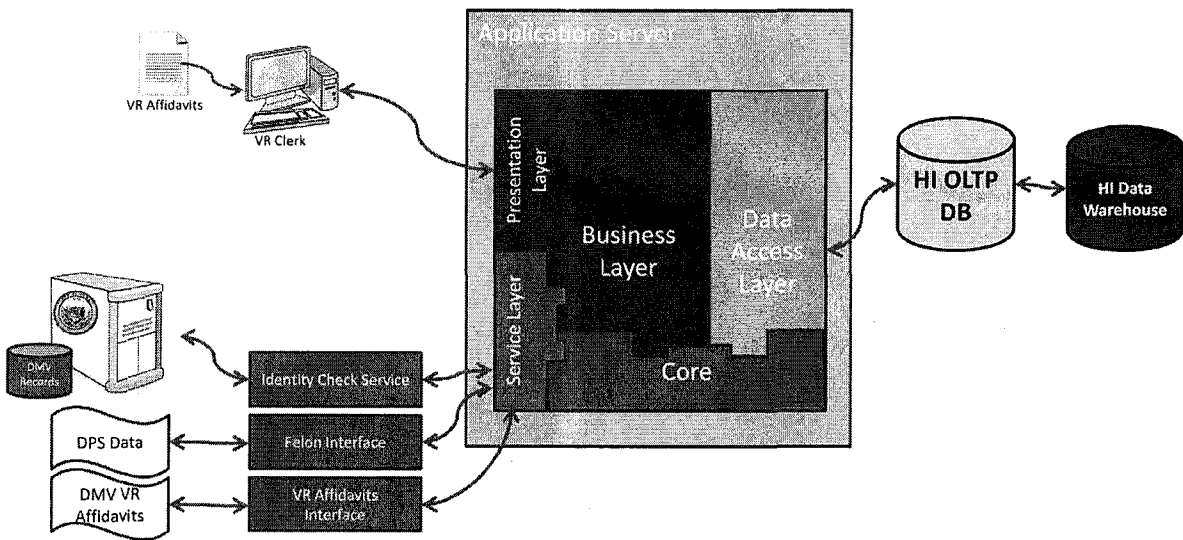
Application Server Capacity

The application server must be able to support nearly as many transactions as webserver page views since most page views are dynamic pages requiring database access. Therefore, the application server must be able to support an estimated maximum of 30,000 transactions per hour.

General Application Architecture

The Statewide Voter Registration System (SVRS) architecture is based on a standard three tier architectural approach of Presentation/Service Layer, Business Layer and Data Access layer. The standard three-tiered architecture model includes a Core component that provides universal support to the three tiers. This is a common layered approach that allows the separation of functions to promote a stable and flexible architecture. The database layer is designed to isolate the system from the data schema and allow the application to integrate with a high end relational database engine such as Oracle or SQL Server. The Core component will contain common libraries and utilities utilized by the application as a whole. The business layer contains all business logic for the application and allows the system to maintain common

rules between the services and the presentation layer. The presentation layer is responsible for supporting the layout and presentation of the application. The service layer uses the same business layer to offer common behavior between the services and the User Interface (UI) and is responsible for interfacing with external systems and processes. The SVRS On-Line Transaction Processing (OLTP) database maintains all active voter data. For complexity planning purposes, and an implementation recommendation, use of partitioning and other techniques in the OLTP database design or inclusion of a data warehouse should be employed to maintain inactive and historical data. The partitioning or inclusion of a data warehouse provides the highest level of performance on the OLTP and allows the State to generate large reports on the historical data without impacting the transactional performance of the SVRS. The objective of these foregoing requirements is to maintain optimal real-time transaction times when the OLTP is being used for processor insensitive functions.



Core

The core utilities consist of common features and libraries utilized by every layer of the system. This would include: audit logging, error logging, configuration management utilities, base entity classes, communication libraries, file streaming utilities, etc...

Logging

At a base level there are several libraries that support system audit and error logging. On the Java level the most commonly used framework is log4j. While for C# there is the built in Trace Logger or Log4Net frameworks. All of these frameworks provide a very strong and flexible logging engine, allowing persistent logging that is configurable. This basic concept allows for a very strong debugging tool, as long as all log messages have a unique identifier. These tools support runtime configuration and tuning to allow extra logging to be turned on when debugging system issues.

For this system, there are two types of logs: An Error log that captures basic activity and exceptions of the system, and; An Audit log that captures key application events to voters, elections, etc... The differences between the Error log and the Audit log is generally the output medium and life of logged event. The Error log is generally short lived, written to the file system and deleted after a few days. The Audit log is generally long lived, stored in the database, reported on, and associated to a voter, elections, poll worker or other entities of the system.

Error Logging

Error logging is the practice of logging every exception and event at the point the exception or event occurred. Every error has a unique error code that would allow the system to monitor the applications error logs and identify performance issues or critical errors. Error logging would include all levels of logging including: FATAL, ERROR, WARN, INFO, DEBUG, and TRACE

Audit Logging

Audit logging allows the system to track significant events. (e.g., Voter record was modified by 'x' user on 'y' day.)

Configuration Management

The system will need to support configuration settings that are relatively static, but may change over the life of a system. Examples of this are: Database connection strings, default page sizes, UI refresh rates, or other behaviors that can be adjusted without changing and re-releasing the software.

Data Access Layer

The data access layer is a set of classes that wraps the database to support the data Create, Read, Update and Delete (CRUD) functions. These classes help to isolate the rest of the application from the specific implementation of the database. There are also a host of frameworks for building the data access layer, such as Hibernate on the Java side and NHibernate on the C# side. This layer provides the majority of data elements the ability to be pushed between the application layers.

Business Layer

The business layer of the application maintains the key objects in the system. These objects are responsible for validating the business rules and providing service methods to the presentation and service layers. They are generally stateless objects that also provide process methods and contain important architecture components such as the Voter Registration Rules engine, Election Definition Exchange (EDX) processors, etc...

Voter Registration Rules Engine

The voter registration rules engine will allow the registration process to maintain a high level of flexibility and meet the specific laws of the state as they change. It will also support user workflows and manage the existence of an active voter. It maintains the rules for handling each type of voter and the processes to approve a voter. This includes voter validation rules such as minimum age validation, mental health checks, DPS felon checks, DMV identity checks, and etc... It also handles the unique rules for each type of voter such as FPCA voters versus standard voters. Historically, state mandated voter registration rules change very slowly, but they still change. The rules engine needs to be designed to handle these changing rules without significantly impacting the behavior of the overall system. For an initial approach the Voter Registration Rules Engine may be handled without integrating a high level rules engine and may be implemented directly in the application code. If the rules are implemented directly in the application code, a well-defined, documented rules management process must accompany the system release. For a more robust and flexible system, a rules engine may be implemented. There is multiple open source rules engines design for Java and C# such as Drools, JEOPS, OpenRules, Drools.NET, NxBre, etc...

Stateless Business Object

A stateless business object is an object designed to perform a set of actions to a common business element. As an example a Voter business object would have methods to support the validation and saving of a voter and the associated data.

Import/Export Processor

The SVRS will incorporate some form of a data standard for the import and export of data from SVRS (I/E Processor). The I/E Processor provides methods and utilities to convert the voter registration and election data elements into the standard data format for importing or exporting to/from SVRS. Custom utilities are used to interface to persistent external data sources or sinks so that the data maintained by the SVRS is in the standard data format. The I/E Processor will provide defined formats for all supported data records.

Presentation Layer

There are multiple presentation layer frameworks, but the majority of them drive down to the Model View Controller (MVC) design pattern. This design pattern separates the data structure (Model), from the UI layout (View) and the navigation (Controller). This supports a strong and flexible UI layer. There are multiple frameworks in both Java and C# to support this layer, such as Spring MVC, Tapestry, .NET MVC, etc... Additionally, to provide a clean user experience the system views should work with UI java script frameworks such as J-Script, JQuery and Ajax. These frameworks allow a browser based application to have a UI experience nearly equivalent to a fat client application.

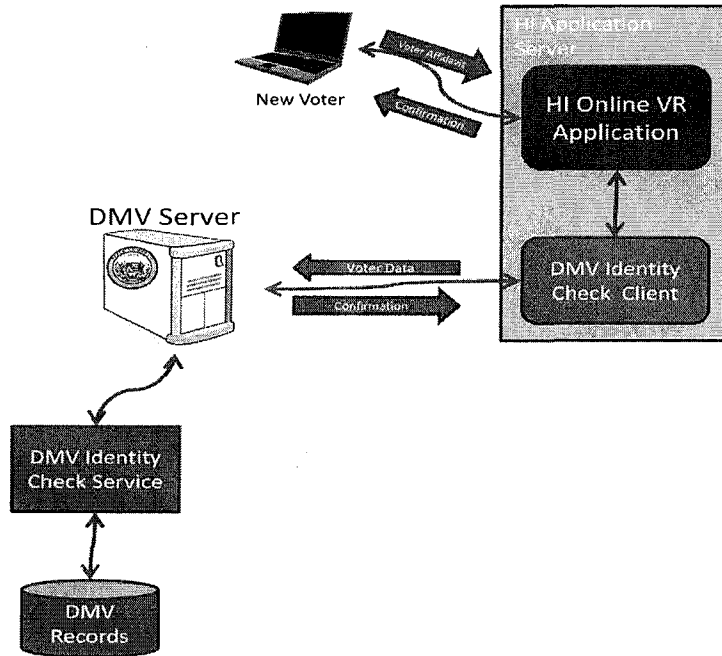
Service Layer

The Service Layer provides a set of web services to perform the key features of the application and client interfaces for external web services. The web services will focus on the needs of external interfaces such as DPS felon interface, Health Interface, etc... and utilize the same business objects as the presentation layer. This will ensure that consistent behavior is maintained in the application regardless of the source of the data. The Service Layer also supports connections to external agencies to pull data in real time from their systems.

OLVR DMV Identity Queries

The Online Voter Registration (OLRV) system module will perform real-time verifications of the voter via a database query or file look-up of the potential voter against the DMV records. The DMV Identity query would verify the voter's identity based on the voter's driver's license number, last four digits of the social security number, date of birth and name, or other data as required by law. Given this check passes, the system will either confirm the registration or store the voter's affidavit in a pending state for the VR Clerk to approve or disapprove.

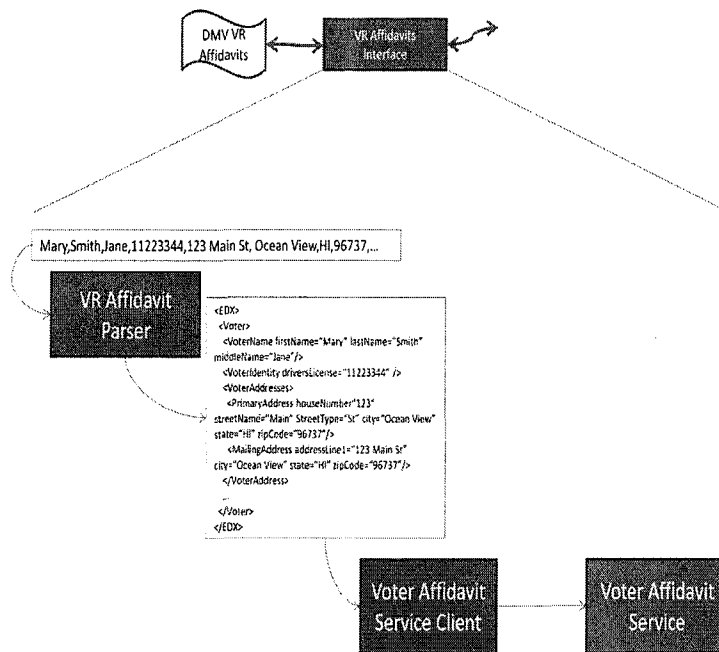
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Interface Applications

The batch or command line interface application will be required to handle legacy data feeds such as DMV Voter Affidavits transmitted as a file once a day to the voter registration system. This file will be picked up by a script and handled as a command line request. At the instance the data comes under control of the SVRS, it should be encrypted or otherwise protected for privacy concerns. To provide a consistent and single process model it is recommend that the batch process parse the file, converting the data into a common format and then submit the data to the defined web services. For large data elements such as a redistricting definitions and street indexes, the interface application may choose to use the business objects directly.

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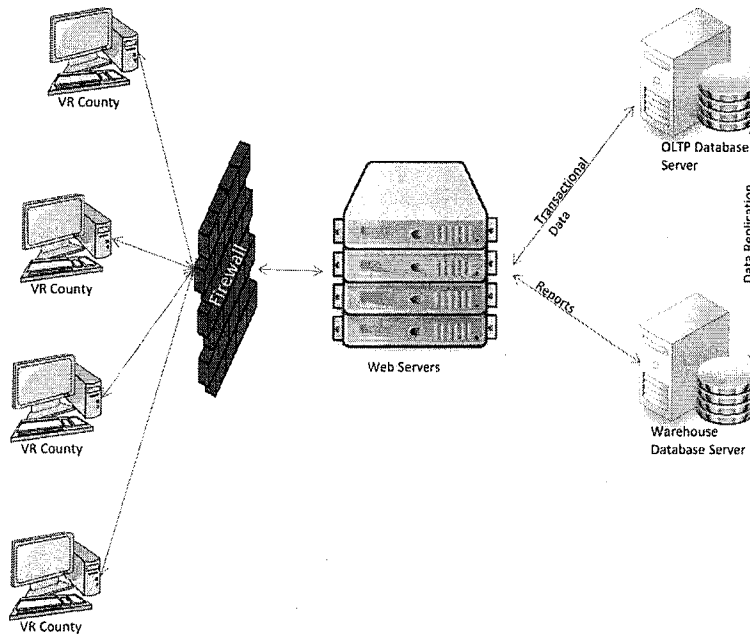
Deployment Models

For easy deployment and configuration, it is expected that the voter registration application will be a web based thin client application. Based on this assumption, the following deployment models could be considered: State hosted Central VR application or a Cloud Hosted Central VR Application. Both models have a similar layout in hardware and security structure.

Basic Deployment Model

The very basic minimum recommended deployment model would be a four server deployment with two web servers, an OLTP database server and an optional data warehouse server. A basic round robin load balancer will be placed on a hardware router to distribute the county request load. The limitations of this model are failover and redundancy. As far as failover is concerned, the databases are the single point of failure. If the database servers fail, the system would be offline. To offset this risk, the OLTP database server may be mirrored to a secondary database server. This would allow the system to continue even if one of the databases fails and goes offline.

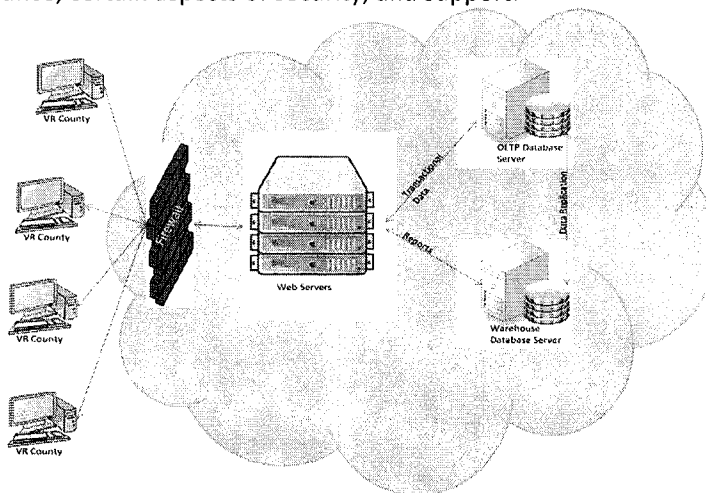
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Cloud Hosted Deployment Model

The cloud hosted model allows the state to maintain a high level of uptime, distribute the initial upfront cost of equipment purchases to a long term monthly charge, maintain a robust security infrastructure, and have a full disaster plan. This deployment model could also host the production test environment on the cloud as well. The basic server usage model would be identical to the in house model. As election cycle approaches, the system capacity can easily be expanded with additional Web/Application servers to match the increased load. This results in only paying for the additional equipment as it is needed. The cloud model also offers the opportunity for a site hardening plan to ensure the highest security needs are addressed, failover servers to handle equipment outages, and a defined disaster recovery plan provided by the hosting company. Additionally, the IT support costs for the state wouldn't increase.

The key limitation of the cloud hosted environment is the dependence on an external vendor for availability, performance, certain aspects of security, and support.



Hawaii Statewide Voter Registration System Data Migration/Conversion Requirements

INTRODUCTION

This document outlines the data migration and conversion requirements of the Statewide Voter Registration System (SVRS) project for the State of Hawaii. This document provides a set of high level elements that must be incorporated in a plan developed by the vendor. The State's expectation is that the vendor integrate the intent of these elements into the data migration and conversion plan to achieve the desired outcome of each of the elements. The vendor will be expected to identify tasks or actions in the plan that satisfies the elements in an efficient, cost effective and verifiable manner.

The Data Migration/Conversion plan should include a discovery phase, where the vendor will work with the State to define the data elements to be converted. Cost estimates for this effort should be based on the number conversion elements listed below and the vendor's prior experience with data migration/conversion efforts.

Migration/Conversion

- The existing Hawaii SVRS database schema will be the primary source of voter registration data for conversion and migration to the new system.
- The City and County of Honolulu (CCH) will generate sample export files for each segment of the database and provide the vendor with the samples. The vendor will develop a method for validating and converting the exported files and importing them into the new database.
- Image data that is associated with the existing data will be migrated to the new database.
- Mapping of data values will be one directional from the existing SVRS to the new SVRS schema. CCH will actively participate in this activity.
- CCH, assisted by the Counties, will establish the business rules necessary for cleaning (i.e., validating and correcting) the source data with advice from the vendor. CCH will separate the data by County and the individual Counties will provide sufficient personnel resources for completing exception level data cleaning work.
- The vendor will establish data validation processes, e.g. that all Social Security Numbers contain only nine numeric values, no date values contain character data, etc. based on the sample export files. The Counties will be responsible for resolving any discovered data discrepancies. The validation processes will be approved by the State and implementation of the data validation process will satisfy the vendor's responsibility for data cleansing.
- The vendor will provide a data staging area that will contain an initial conversion of the CCH-supplied segments and the results of the data validation processes
- Data cleaning will include but not be limited to the following:
 - Resolution of duplicate names
 - Removal of invalid entities such as felons and deceased using external data sets
 - Removal of orphan voter registration records

- Detection of invalid data values, including invalid driver's license numbers, Social Security numbers, and phone numbers
- Detection of missing, but required, data values
- Setting of defaults, if any, for missing data values
- Each relevant voter registration record in the source schema, regardless of redundant identifiers or eligibility to vote, will be migrated as a separate record to the new database.
- Any and all relevant coded data values (e.g., voter status) for source data will be captured in a staging area to facilitate identifying records in the source schema that require cleaning or further analysis.
- Each record will be marked in the staging area with a flag identifying its status after validation and any automated editing to give an indication of whether the record is clean or as to what type of error was encountered and action to be taken with the record.
- Election management data will be migrated from the current EM system, which primarily consists of relational data, and includes districts, precincts, polling places, and poll workers. Refer to the election management requirement for additional data elements.
- The existing election management data is stored in an MS Access database and the schema and data dictionary (i.e., explanation of purpose and values of data fields) will be provided to the vendor.
- The conversion module will be built as a separate, stand-alone program. This facilitates iterative refinement of the conversion module with the ability to evolve as any new requirements are discovered. The conversion module will contain business rules specific only to it and any subsequent modifications to the conversion process without relying on any functionality in the new system.
- The conversion/migration process will include a post-migration verification step that validates the migrated records to ensure correctness and completeness. Post-migration verification will also generate and compare statistics for the source and migrated data, such as numbers of active voters in each county, numbers of voters in each past election, numbers of registered voters in each precinct, numbers of voters with a preference for each supported language, and so forth, to help ensure that all voter records have been correctly migrated.
- The conversion staging tables will use a separate schema to facilitate isolation from the destination application schema and removal and/or archival of the conversion infrastructure once no further conversion efforts are required.
- Voter address data is treated as being up to date for current voter records and the conversion process will not be required to verify the accuracy of voter addresses or contact information.
- The vendor will define a switch over plan to be approved by the State. The migration analysis and process development efforts will run in parallel with the new system analysis and development efforts to facilitate the identification of any new requirements for the new system so they may be incorporated into the migration effort in a timely fashion. This also helps ensure that any requirements identified by the conversion data analysis can be incorporated into the new system design in a timely fashion.
- It will be the responsibility of the State to correct any data that fails validation business rules. The vendor will assist the State in resolving errors and issues in data by:
 - Assisting the State in defining and implementing data business rules

- Processing source data against the business rules
 - Flagging any data that does not comply with the business rules
 - Providing pre-defined information (e.g. report, data in question, disposition), to the State for resolution
- The State must resolve data errors in a mutually agreed timely manner so as to not affect the vendor's ability to continue processing or jeopardize the project schedule.
 - The State will have subject matter experts available starting with the migration analysis and continuing throughout the conversion process, as required in the project schedule, to answer questions, make clarifications, conduct reviews and support the activities.

Data Migration Project

The vendor should identify and describe their experience with data migration/conversion projects that were successfully completed for past engagements. The description of these projects should include information regarding the size of the legacy data, the application and a brief outline of the transition process used while maintaining system operation.

Approach to Conversion

Please describe your approach to data migration based on your company's past experience and expertise. This description should include information generally related to the following topics:

- **Planning**
- **Data definitions**
- **Validation of source data**
- **Mapping from source to target**
- **Data migration**
- **Verification of migrated data**
- **Resolving Duplicate/Redundant/Incomplete Records**
- **Data Migration and Conversion Testing**

Hawaii Statewide Voter Registration System

SVRS/DMV Interface Description

Introduction

This document presents a general description of the interface between Hawaii's new Statewide Voter Registration System (SVRS) and the State's Department of Motor Vehicles (DMV) data systems. The Help America Vote Act (HAVA) requires States to verify a registering voter's identity against the Social Security Administration (SSA) data store using the voter's Social Security Number (SSN). Newly enacted legislation in the State of Hawaii requires the State Office of Elections (SOE) to provide citizens the ability to register to vote using the Internet (On-Line registration). To verify the voter's identity for the On-Line registration process, the legislation requires the voter to provide his or her government issued identification number, either Driver's license or Government Identification card (ID card), and the last four digits of the SSN. This information is used to verify the voter's identity by querying the DMV data store as dictated by the legislation. The signature of the registering voter is also required to be retrieved from the DMV and the retrieval is performed as a separate process given that the DMV stores signatures remote from the main DMV data store.

HAVA requires all voters to be verified against the SSA data store and since a Driver's license or Government ID is not required to register to vote, the SVRS/DMV interface includes the ability of the SVRS to query the SSA using the existing DMV/SSA interface. The following description provides a conceptual model for the SVRS/DMV interface.

Hardware Interface

The hardware interface between the SVRS and DMV systems will use the existing network infrastructure. The SVRS will implement a software-based terminal emulation or similar service that will connect to the existing DMV network, which does not support internet-based communication protocols. The SVRS network service will become a new, credentialed node on the network and submit properly formatted queries over the network to access the DMV data. The SVRS will receive data returned from the DMV system in its resident format and the SVRS is responsible for parsing the DMV data to be used for the voter registration function. This persistent connection will be used for real-time, two-way communication of data between the DMV and SVRS.

As signature retrieval is also a requirement and the DMV signatures are captured and maintained by a third-party system, a separate interface for signatures is required. The likely interface between the SVRS and the signature capture and storage system will be through a Virtual Private Network (VPN) service provided by the SVRS. The signature is not used for identification purposes for voter registration, it is used for verification of subsequent voting activity and therefore, real-time retrieval is not required. This 'off-line' retrieval requirement will allow additional flexibility in the design of the signature system interface. The detail of the interface will be negotiated between the SOH and the third-party vendor, with the assistance/support of the DMV.

Interface Dataflow

There are two principal dataflows between the DMV and SVRS systems. The first is the identity verification for a registering voter who possesses either a Driver's license or an ID card (collectively, State ID) and the other is for SSA verification of registering a voter without a State ID. The objective is

Hawaii Statewide Voter Registration System: SVRS/DMV Interface Description

for the State ID dataflow to be real-time while the SSA verification can range from real-time to overnight batch processing. The difference is based on the registration processes available for voters with and without a State ID. With a State ID, a voter can use the On-Line registration process and the voter data exists (locally) in the DMV data store. Without a State ID, a registering voter must use one of the traditional paper-based processes, which does not require a real-time response from the SOE and presently only requests the SSN. These two dataflows use the same hardware interface and differ only in computer commands so it is useful to diagram them together.

The dataflow diagram shown in Figure 1 outlines the conceptual process for the SVRS interface with the DMV data store. The shaded bubbles represent functions at the interface of the two systems or internal to the DMV system. The flow assumes entry into the process through the On-Line registration process, but this is actually either a remote internet terminal or an internal County terminal. Since the current paper-based Affidavit does not request the State ID number, all paper registration application will require SSN identity verification. All data entry fields in SVRS will enforce data format rules, including the On-Line registration to provide a data cleansing capability. In addition to collecting the State ID and last 4 digits of the SSN, other information may be required, such as date of birth and name, and will be used to identify the voter. The On-Line system will require entry of current address as the citizen may not have updated his or her address with the DMV. The citizen will be required to confirm any address change if the DMV address does not match (NOTE: This information can be reflected back to the DMV if desired). If a matching record is found, it is passed from the DMV to the SVRS, where the SVRS will parse the data to create a voter registration record.

If citizen has no State ID or it is not provided by the paper-based Affidavit, the SVRS will create a properly formatted record to submit the record to the DMV SSA verification module. As previously noted, this process is not required to be real-time and the dataflow shows an optional buffer that will allow the records to be submitted in a batch manner. The final process will be decided by the DMV technical support team.

There undoubtedly are exceptions that must be handled by the interface and these will be determined through a review of the DMV data and the allowable status of records contained in the data store. Handling the exceptions is the responsibility of the SVRS and will be based on voter registration requirements.

Signature retrieval is a relatively straight-forward process. Completed, On-Line registrations populate a record request queue that will be submitted to the signature storage system according to the future agreement between the SOE and the third-party vendor.

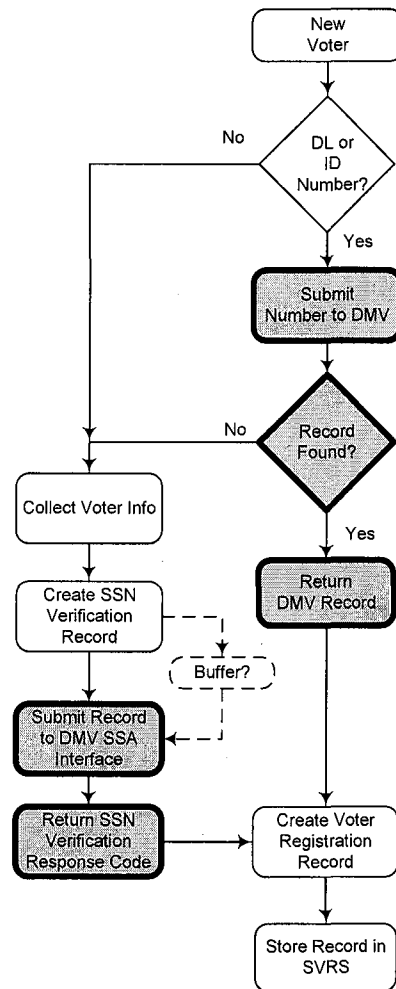


Figure 1: DMV/SVRS Dataflow

Data and Volume

The following outlines the anticipated content of the data exchanged between the DMV and SVRS.

Hawaii Statewide Voter Registration System: SVRS/DMV Interface Description

Data submitted to the DMV for State ID look-up:

- Driver's license or Government Identification number
- Full Name (Last, First, Middle)
- Date of Birth
- Last 4 digits of SSN

Data returned from DMV for State ID look-up:

- Driver's license or Government Identification number
- Full Name (Last, First, Middle)
- Date of Birth
- Full SSN
- Address of record

Data submitted to the DMV for SSA look-up:

- Full Name (Last, First, Middle)
- Date of Birth
- Full SSN

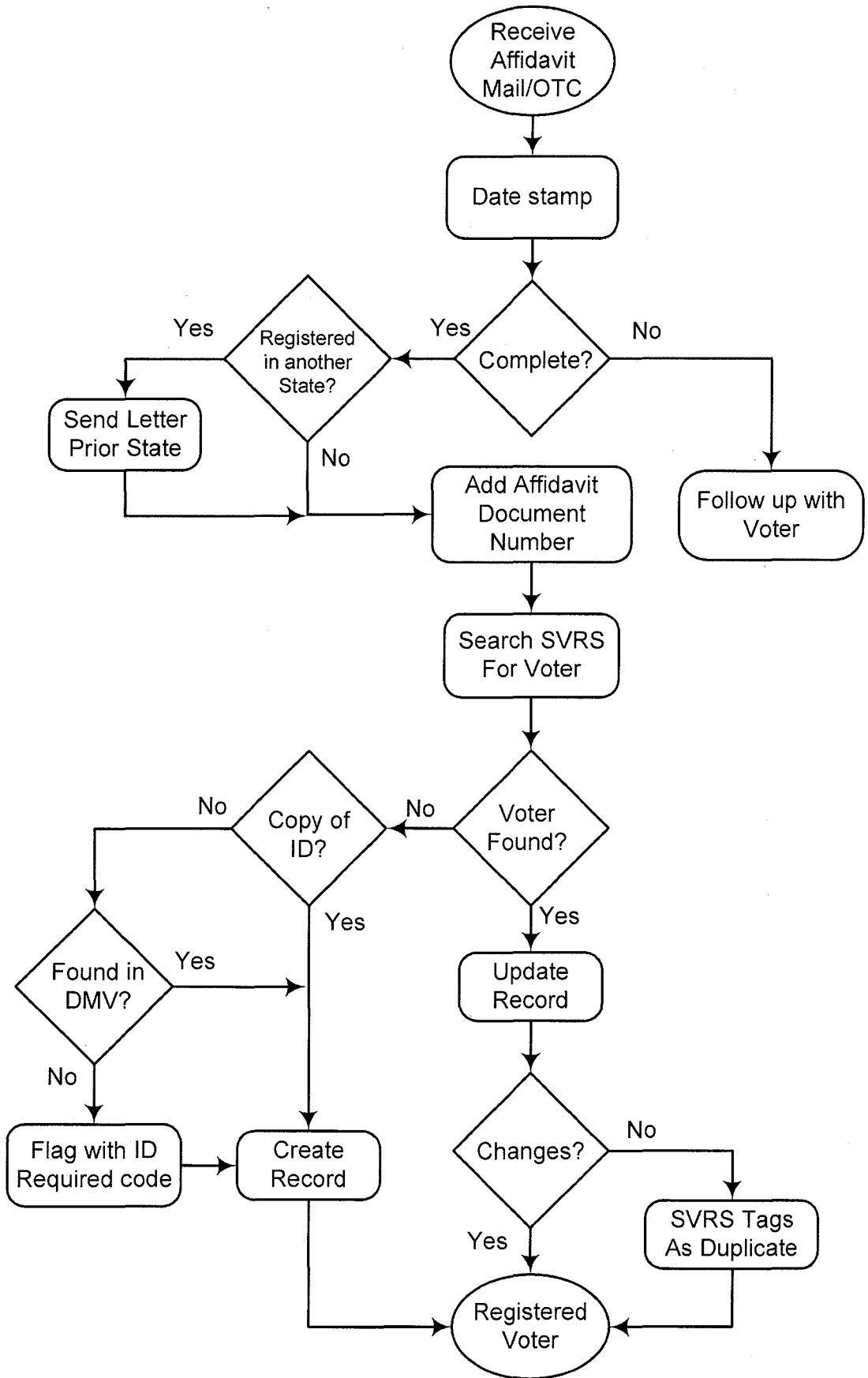
Data returned from DMV for SSA look-up:

- Full Name (Last, First, Middle)
- Date of Birth
- Full SSN
- One of the following:
 - Match
 - No Match
 - Deceased

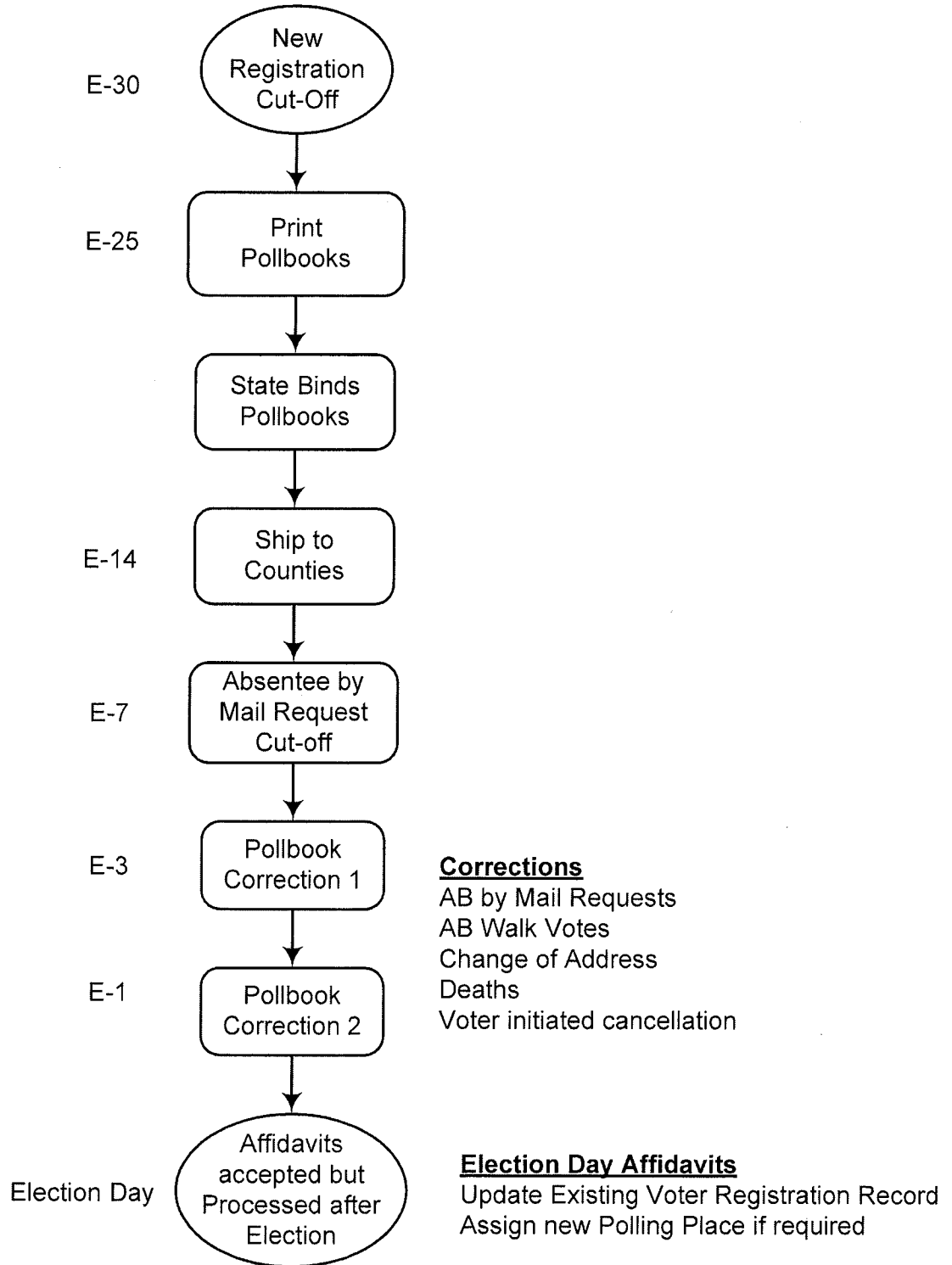
Projected transaction volume:

- Election year: 175,000 annually with heaviest volume 30 days prior to the election
- Non-election year: 50,000 annually

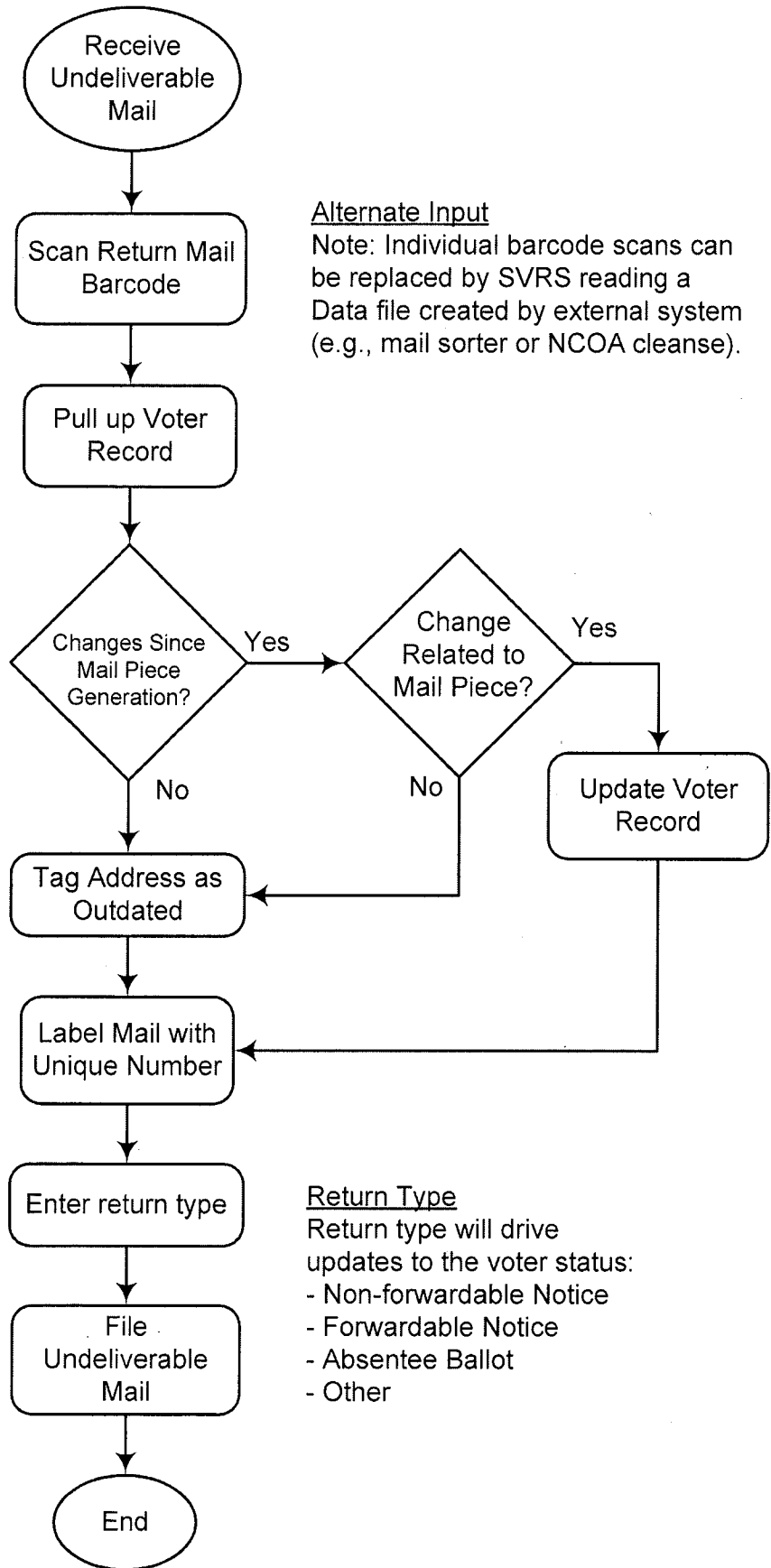
Affidavit Processing



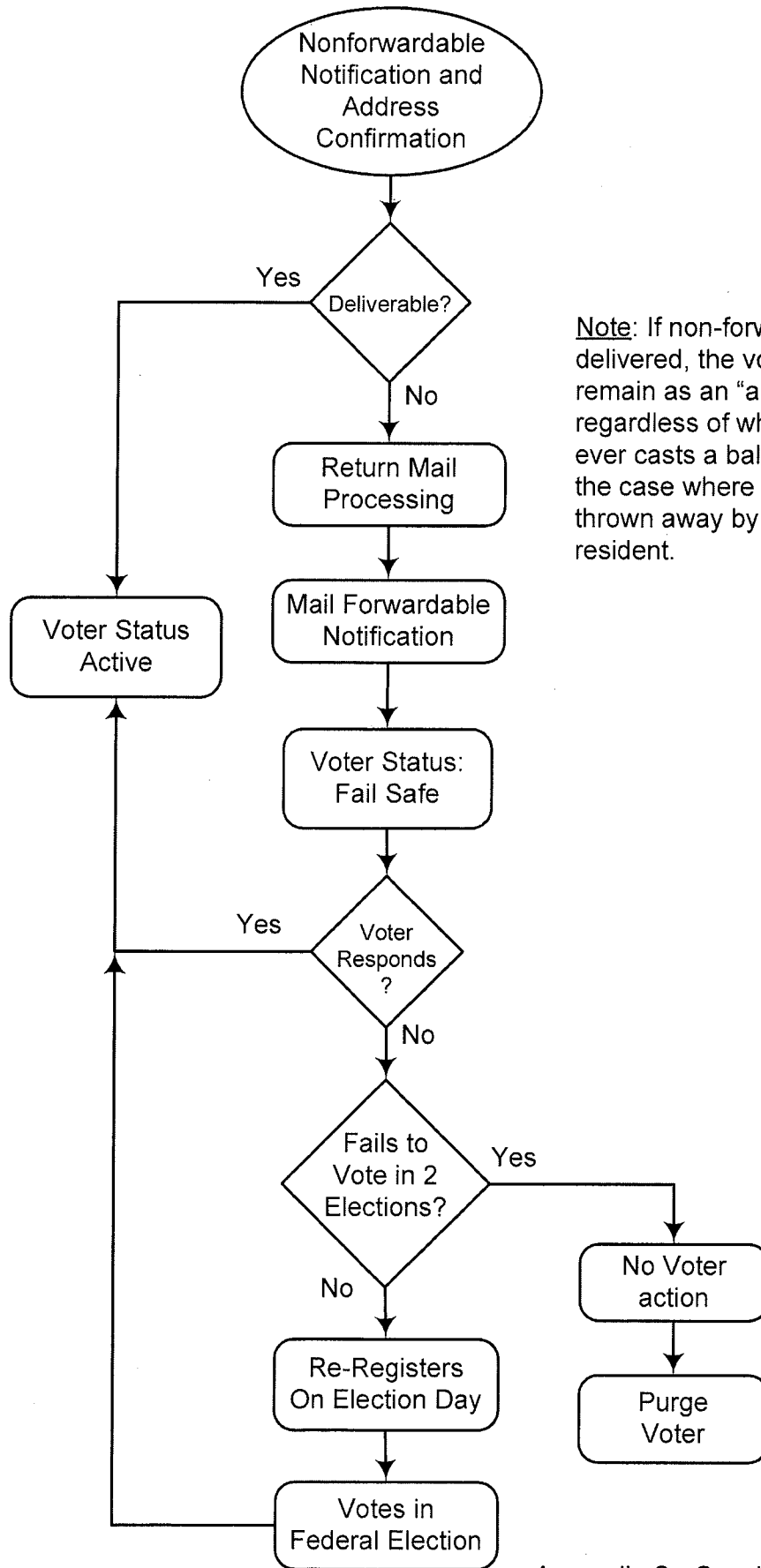
Pre-Election affidavit Processing Timeline



Returned Mail Processing

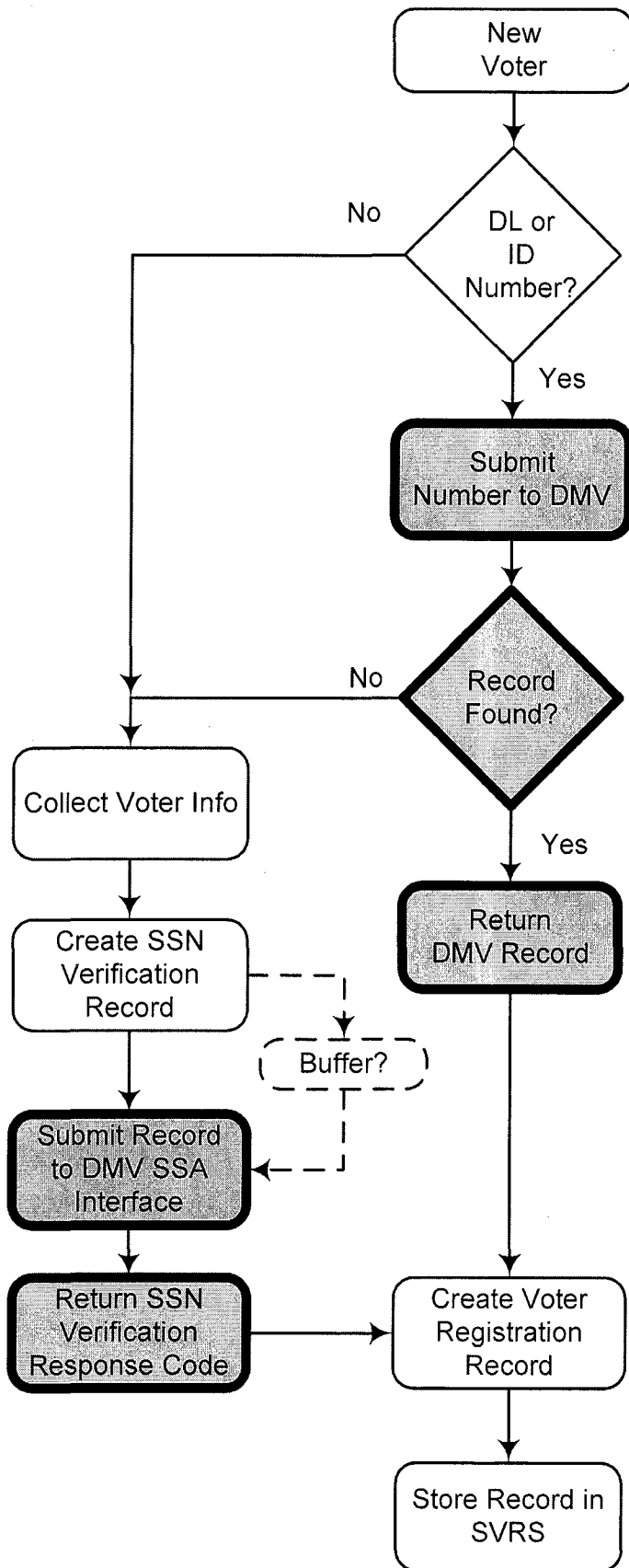


Voter Registration List Maintenance

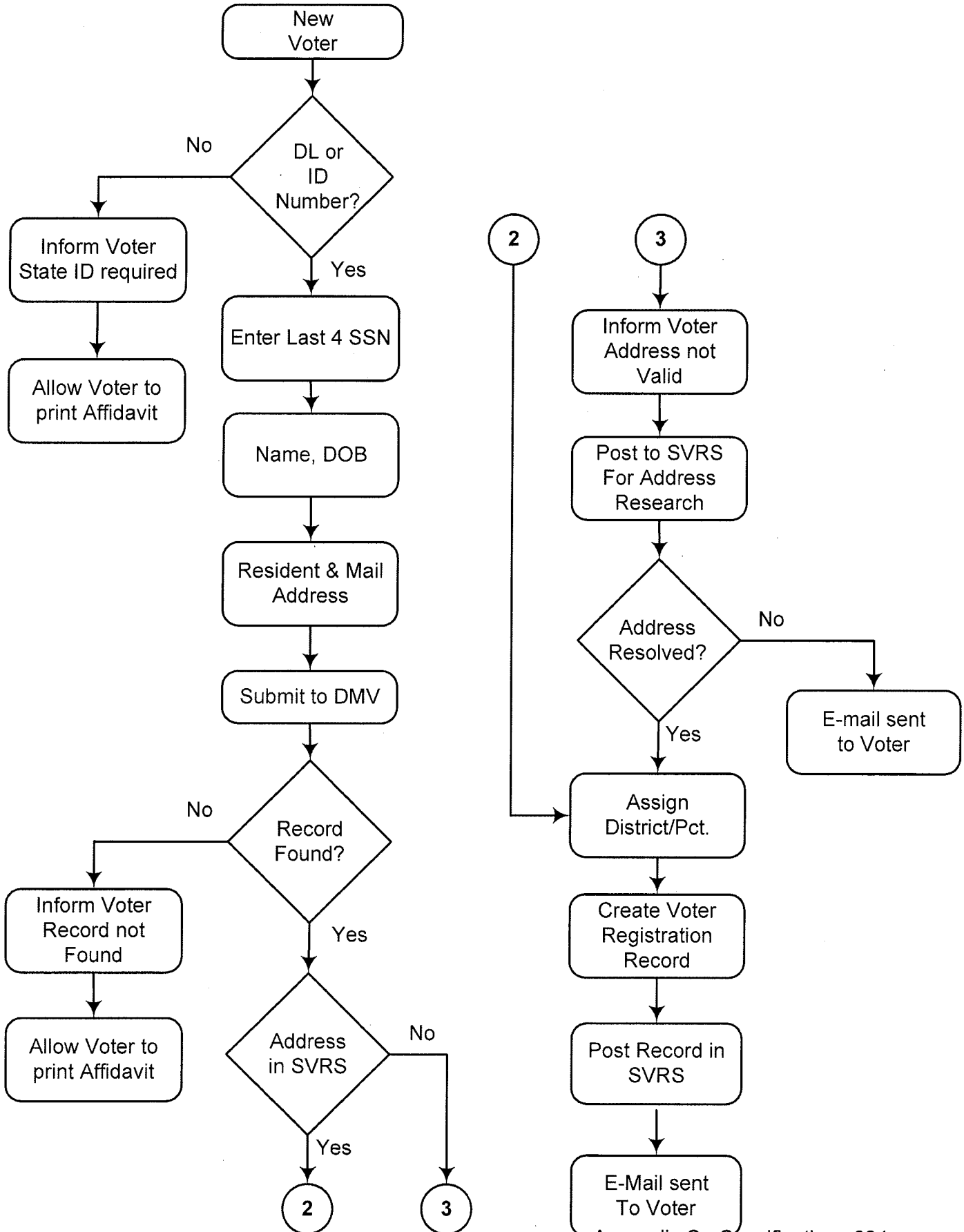


Note: If non-forwardable mail is delivered, the voter will always remain as an "active" status regardless of whether he or she ever casts a ballot. This includes the case where the mail piece is thrown away by the current resident.

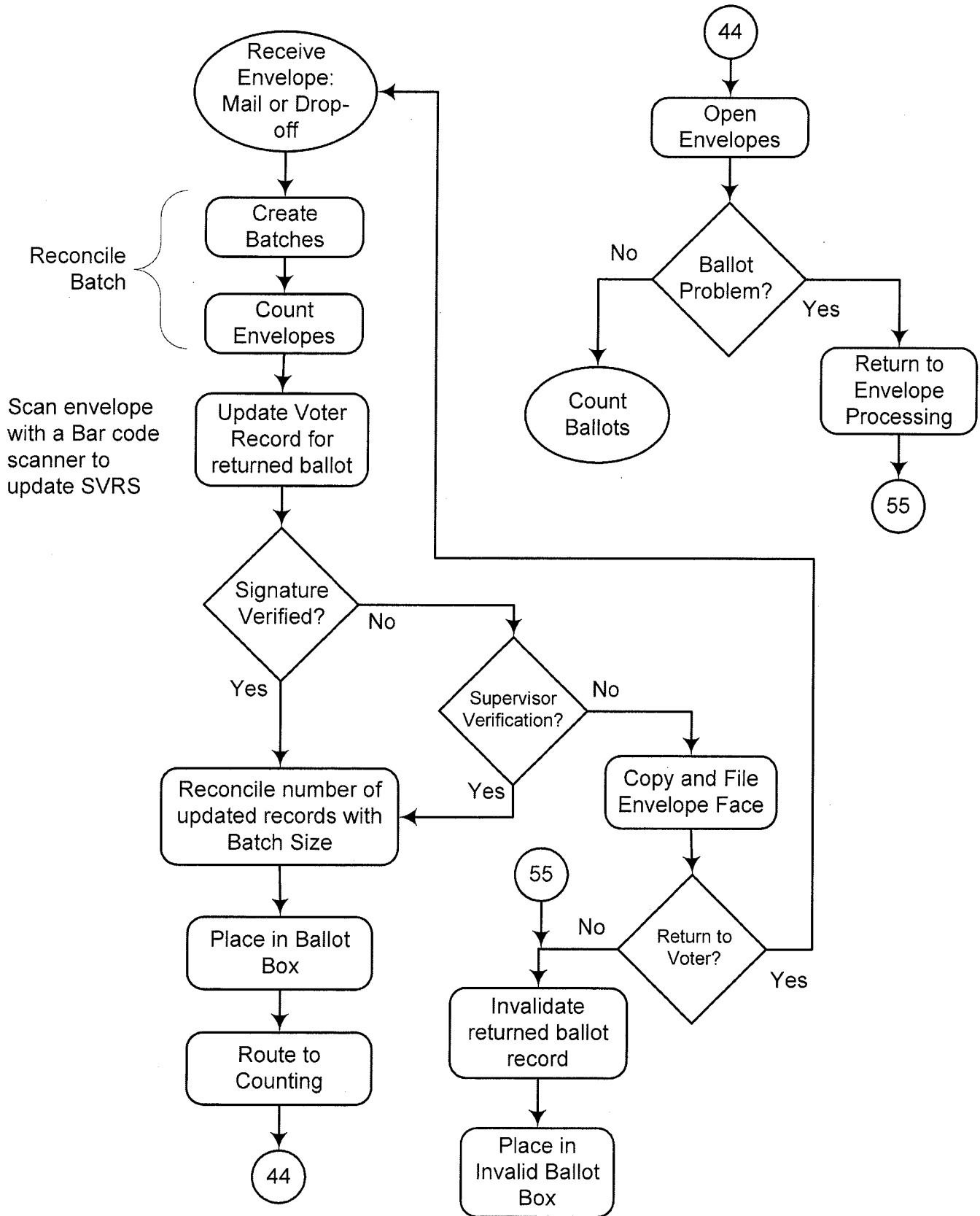
SVRS/DMV Interface



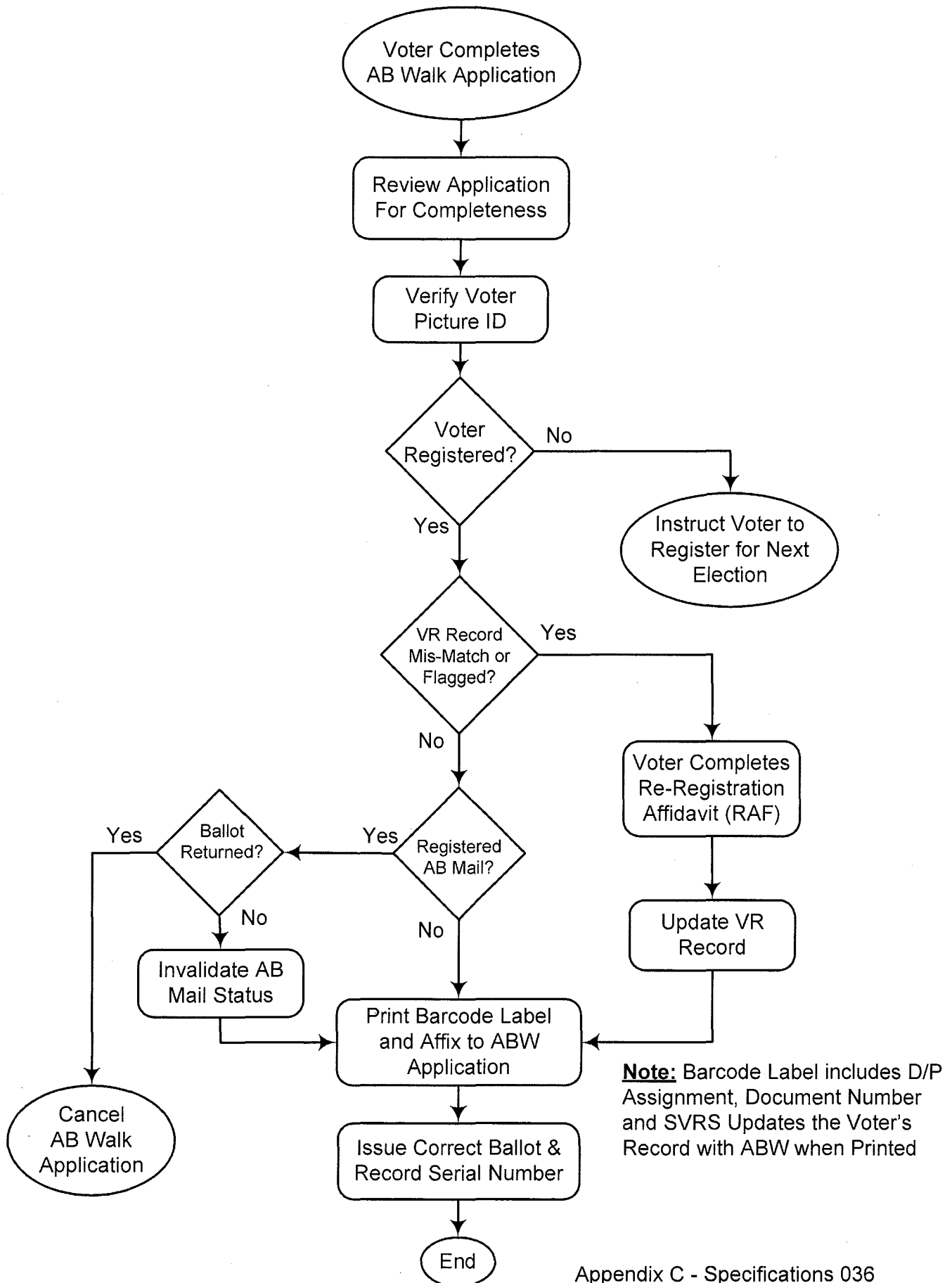
On-Line Voter Registration Process



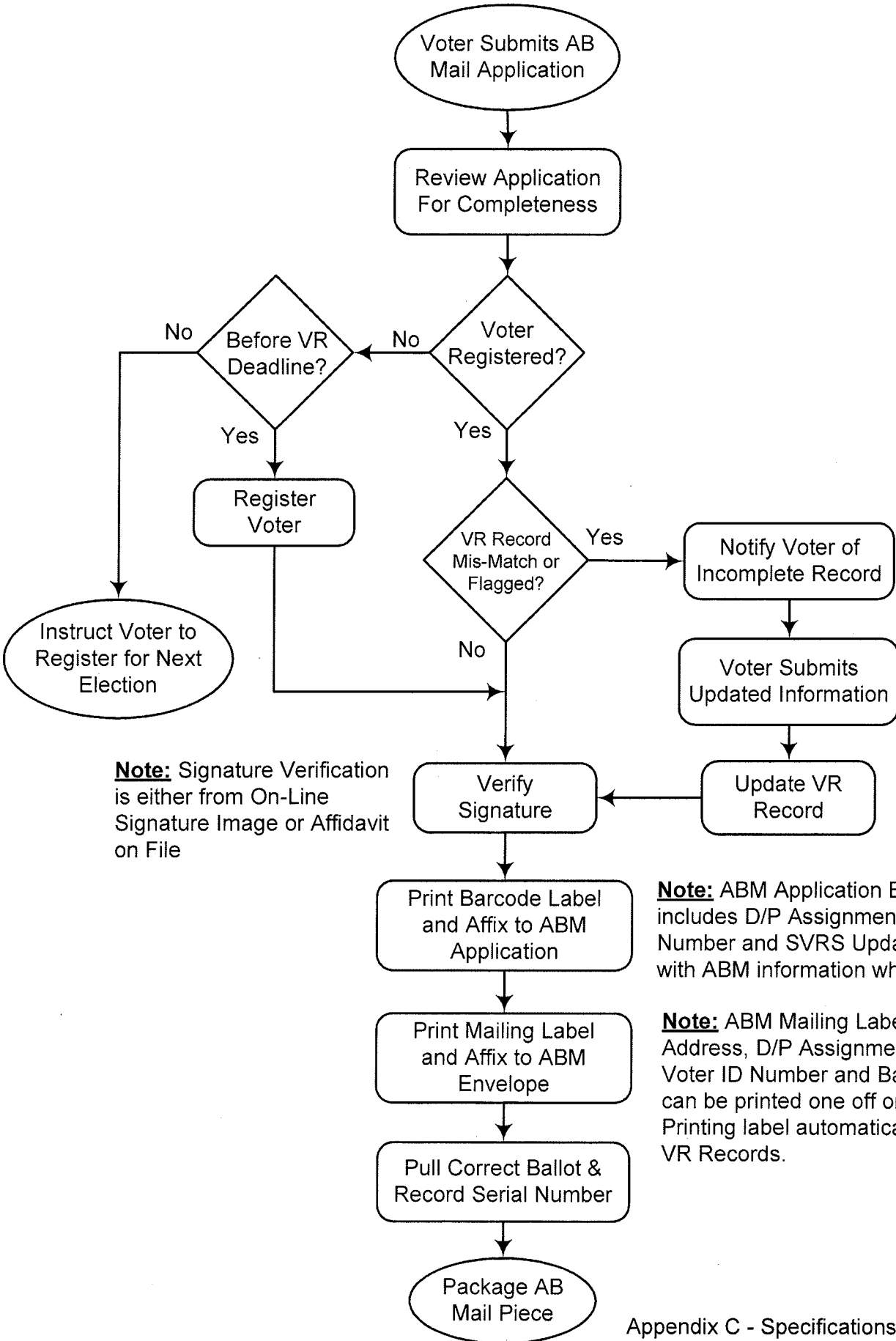
Absentee Envelope Processing



Absentee Ballot Walk-in



Absentee Ballot Mail



Note: Signature Verification is either from On-Line Signature Image or Affidavit on File

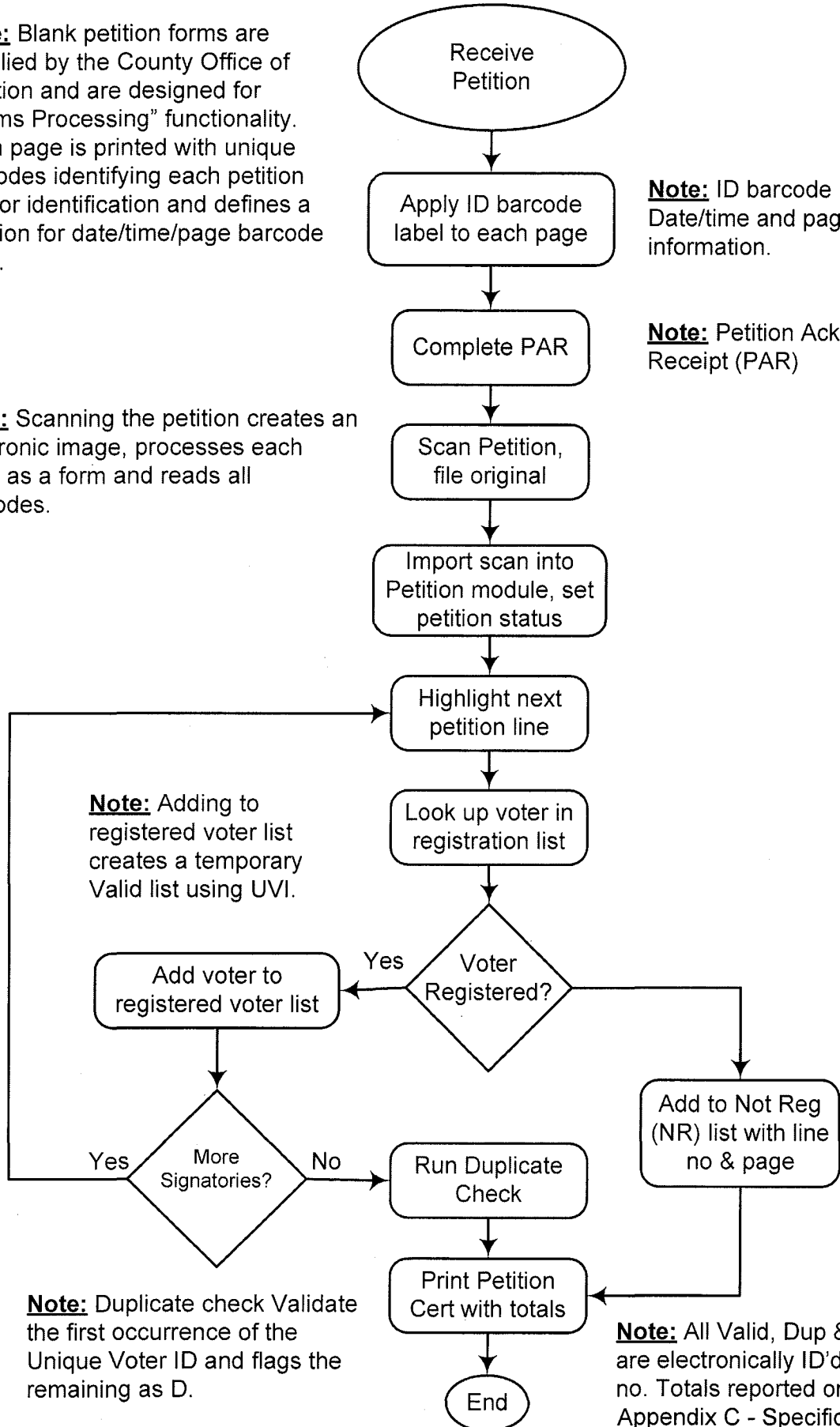
Note: ABM Application Barcode Label includes D/P Assignment, Document Number and SVRS Updates the VR with ABM information when Printed

Note: ABM Mailing Label includes Address, D/P Assignment, Unique Voter ID Number and Barcode. Labels can be printed one off or in batch. Printing label automatically updates the VR Records.

Petition Processing

Note: Blank petition forms are supplied by the County Office of Election and are designed for "Forms Processing" functionality. Each page is printed with unique barcodes identifying each petition line for identification and defines a location for date/time/page barcode label.

Note: Scanning the petition creates an electronic image, processes each page as a form and reads all barcodes.



Note: ID barcode label includes Date/time and page number information.

Note: Petition Acknowledgement Receipt (PAR)

Note: Adding to registered voter list creates a temporary Valid list using UVI.

Note: Duplicate check Validate the first occurrence of the Unique Voter ID and flags the remaining as D.

Note: All Valid, Dup & Not Reg signatures are electronically ID'd with line and Page no. Totals reported on Petition Cert..
Appendix C - Specifications 038

Hawaii Online Voter Registration System

Functional Requirements

Introduction

This document outlines the core functional requirements of the Online Voter Registration System (OLVRS) for the State of Hawaii. This document includes new voter registration requirements stemming from recent legislation and is focused on functionality required to provide Hawaii citizens the ability to register to vote through an application process provided by an internet website. These requirements are based on the availability of voter registration data managed and maintained by the Statewide Voter Registration System (SVRS) through a real-time data exchange interface.

Online Registration

In 2012 Hawaii passed a bill (H.B. 1755) calling for online voter registration so that voters can register to vote via the internet if they have government-issued identification that can be electronically verified (e.g., driver's license). This is not just a form to be filled out, printed, signed, and mailed in, but a legal registration affidavit that can be completed, affirmed, and submitted online. A current copy of the voter's signature is copied from the Department of Motor Vehicles (DMV) when their identity is verified.

Public users can use the on-line voter registration system to:

1. Initially register to vote in Hawaii.
2. Update their current Hawaii voter registration with a residence address change (within their current county or to another county in Hawaii), a mailing address change, and/or a name change.
3. Pre-Register to vote, for 16- and 17-year-olds.
4. Choose a language preference for mailed ballots and other election materials.
5. Choose permanent absentee voter status in Hawaii, or cancel their permanent absentee status.
6. Confirm their current residence address and registration, especially for inactive voters or those whose address is awaiting confirmation due to returned undeliverable mail.

Online registration is *not* intended to handle all possible variations or updates to voter registrations. Voters must still submit paper forms to:

1. Register as an overseas (UOCAVA) voter.
2. Register as a voter with confidential registration (e.g., for law enforcement personnel).
3. Request an absentee ballot.
4. Cancel an active voter registration.
5. Re-register after the voter's registration has been cancelled by order due to a challenge.

The OLVRS user interface supports these languages, selectable by the user: English, Chinese, Japanese, and Ilocano.

Hawaii Statewide On-Line Voter Registration System: Functional Requirements

Form Fields

Online registration requires substantially the same information as the paper affidavit forms. The online affidavit includes the following data fields (values required unless otherwise noted) that are saved in the voter's new/updated registration record (unless otherwise noted):

1. Name – last, first, middle initial (blank if none)
2. Date of Birth
3. Gender
4. Social Security Number – only last four digits entered on form; full SSN copied from DMV record
5. Hawaii Driver's License Number or State Identification Card Number
6. Residence Address – place of residence; must be physical address (not PO Box, rural route, or star route) known to the SVRS
7. Mailing Address – local Hawaii mailing address (not international address); by default same as residence address
8. Telephone numbers (optional) – home, work
9. Email address (optional)
10. Preferred Language – for voting materials and ballots, one of: English (default), Chinese, Japanese, or Ilocano
11. Permanent Absentee Ballots – Yes/No, default is No
12. Permanent Absentee Address – mailing address for permanent absentee ballots, optionally same as residence address or mailing address, default is mailing address
13. Affirmations (not saved, all must be Yes, no defaults):
 - a. U.S. Citizen – Yes/No
 - b. At least 16 years old – Yes/No
 - c. Resident of Hawaii – Yes/No
14. Current Registered Address (optional) – residence address if currently registered in another state

Internal Voter Registration Record Fields

In addition to the data fields that are filled in by the applicant, the voter registration record includes the following internal fields that are automatically set by the OLVRs:

1. Unique Voter Identifier (UVI) – system-generated unique voter identifier for new voter registrations, otherwise is the voter's current UVI
2. County – the county in Hawaii that contains the voter's residence address
3. District/Precinct – the voter's assigned voting precinct, based on their residence address
4. Effective Date of Registration – date on which voter first became registered in Hawaii
5. Former names – voter's former name, if any
6. Signature – image of voter's signature from driver's license record
7. Registration Status – voter's current registration status, one of:
 - a. Active – on the register for the next election
 - b. Pending – valid but registered less than 30 days before the next election; automatically made Active 30 days after registering
 - c. Underage – underage citizen (at least 16) who has pre-registered; automatically made active when 18

Hawaii Statewide On-Line Voter Registration System: Functional Requirements

Whenever an existing voter registration record is updated, audit records are automatically generated and attached to the voter registration record to identify the fields that have changed, including their old values.

Affidavit Fields

If addition to the voter registration record fields, each online affidavit for the voter includes the following internal fields that are automatically populated

1. Affidavit Number – system-generated unique transaction number for the new affidavit
2. Date – date/time on which affidavit was submitted and successfully added/updated in the SVRS with no errors
3. I.D. Number and Location Code – internal codes that identify the type and source of the affidavit – in this case automatically identified as the online voter registration affidavit
4. Disposition – the result of processing the online affidavit, is one of:
 - a. New – affidavit is complete, correct, and timely and is a new registration in time for the next election
 - b. Pending – affidavit is complete and correct but new registration is not in time for the next election; voter will automatically be activated for subsequent elections
 - c. Change – affidavit is complete and correct and is a change to an existing registration
 - d. Duplicate – application is a duplicate (i.e., contains the registered voter’s current name and address)
 - e. Incomplete (the affidavit is not saved) – affidavit is missing critical information that prevents acceptance of the application or contains one of the following critical errors:
 - i. Voter’s driver’s license number cannot be matched to current DMV records
 - ii. Voter’s residence address is not known to the SVRS
 - f. Disqualified (the affidavit is not saved) – applicant is not qualified to register, or to register online, for one of the following reasons;
 - i. Not a U.S. citizen
 - ii. Underage – too young (under 16) to even pre-register
 - iii. Not a resident of the state

Processing

Processing of online voter registrations includes the following major steps (also see the Online Voter Registration Process diagram):

1. Print Form – in general, if the user encounters an error that cannot be resolved then they can always print the form populated with their entered data values, sign it, and mail it in for manual processing
2. Form Validation – entered values are fully validated against business rules; error messages and entered values are reposted for the user to correct
3. DMV Lookup – voter’s DMV record is searched for based on the provided name, driver’s license number, 4-digit SSN, date of birth, gender, and residence address; matching record must be found to proceed
4. Address Lookup – voter’s residence address is searched for in the SVRS street index; matching record must be found to proceed. If the address provided is not found in the SVRS, the information must be printed and submitted to the local election office.

Hawaii Statewide On-Line Voter Registration System: Functional Requirements

5. Voter Registration Lookup – voter’s current registration record, if any, is searched for based on the driver’s license number and/or full SSN; if found then affidavit is processed as a voter registration update, otherwise it’s processed as a new voter registration
6. Duplicate Check – if an existing voter registration record is found that exactly matches the new affidavit then the user is advised that it is a duplicate and that the voter is already registered at that address
7. Name Change Check – if an existing voter registration record is found and the entered name does not match the current name then the user is asked to confirm the change of name; if confirmed then the current name is saved as a former name for the voter. The name change must be a matter of record and verified by the DMV, otherwise the registration is rejected as incomplete.
8. Move Check – if an existing voter registration record is found and the entered residence address does not match the current residence address then the user is asked to confirm the move
9. County Lookup – the voter’s county is calculated based on the voter’s residence address
10. District/Precinct Lookup – the voter’s district/precinct is calculated based on the voter’s residence address
11. Eligibility Check – if the voter registration is new, then automatically checks whether the registration is in time for the next election and sets the status accordingly
12. Transaction Number – if the affidavit is valid, then a unique affidavit transaction number is automatically generated and the date/time of the affidavit is set to the current time
13. Signature Capture – if the affidavit is for a new voter registration then the voter’s signature is captured from their DMV record
14. Create Record – if the affidavit is for a new voter registration then a new Unique Voter Identifier is automatically generated and a new voter record is created
15. Update Record – if an existing voter registration record is found then the record is updated and change audit records are automatically created
16. Confirmation – a confirmation email is sent to the voter’s email address with the outcome of the processing; if the user has not entered an email address then a confirmation letter is printed and mailed
17. Cancel Prior Registration – if the voter indicated a prior registration in another state, then inform the prior state of the voter’s new registration in Hawaii

Non-Functional Requirements

The OLVRS is subject to the Non-Functional Requirements specification and requires additional security features that are customary for public facing websites to prevent malicious actions and protect data privacy. User’s will not be required to create an account and will only be managed based on the information entered during their session on the website.

Hawaii Statewide Voter Registration System

Election Management Functional Requirements

Introduction

This document outlines the election management functional requirements for a statewide voter registration and election management system for the State of Hawaii. It is primarily focused on functionality required to manage elections, as opposed to functionality for registering voters. It is based on the current functionality of the Hawaii's Phoenix election management system.

Election Management Components

The election management sub-system is comprised of a number of integrated components that manage:

1. Elections and Election Cycles
2. Districts and Precincts
3. Polling Places and other Work Areas
4. Election Workers, Training Classes, Assignments, Non-Profit Donations, and Payroll
5. Capital Equipment, Election Consumables, and Resource Allocations
6. Offices and Races
7. Candidates
8. Ballot Questions
9. Ballots and Ballot Types

Elections

The system supports more than one pending election at the same time. Elections are grouped into election cycles (i.e., related primary, general, and special elections). All data that is or may be election-specific is maintained separately for each election. This helps preserve the historical record and permits period over period reporting. When a new election is created then all of the election-specific data is copied from the previous election to the new election to avoid having to start from scratch. Once most user-defined data is created it cannot be deleted, although it can be marked as 'Inactive' thereby removing it from use. Preserving old data ensures that the complete historical record is preserved.

Election Definition

Each election definition includes:

1. Name – name of election as displayed elsewhere in EM (e.g., "2008 Primary Election"), must be unique
2. Type – Primary, General, or Special
3. Election Day – date of the election
4. Description – optional descriptive text
5. Voter Registration Start – first date on which voter registrations are accepted
6. Petition Dates – starting and ending dates for accepting candidate petitions
7. Candidate Filing Dates – starting and ending dates for accepting candidate filings
8. Absentee Mail-In Dates – starting and ending dates for absentee voting by mail
9. Absentee Walk-In Dates – starting and ending dates for absentee walk-in voting
10. Poll Times – opening and closing times for voting at polling places on election day

Hawaii Statewide Voter Registration System
Election Management Functional Requirements

Election Cycle

An election cycle is generally comprised of a Primary and General election that share resources. In addition, an election cycle may include Special elections that are required to decide certain close races. Each election must be associated with one and only one election cycle before it can be used elsewhere in EM. Each election cycle definition includes:

1. Name – name of the election cycle as displayed elsewhere in EM (e.g., “2008 Election Cycle”), must be unique
2. Description – optional descriptive text
3. First Election – first election in the election cycle (often a Primary election)
4. Second Election – optional second election in the election cycle (often a General election)

Districts and Precincts

Each election includes its own set of district and precinct definitions that are copied at the time the election is created from the last election that was created. This saves starting over from scratch for each election and recognizes that districts and precincts don’t generally change except after reapportionment and redistricting every 10 years. In Hawaii, each precinct exists within a state representative district.

District Definition

Each district definition includes:

1. Election – election for which the district is defined
2. Name – name of the district
3. Type – type of district, from the set of defined district types
4. Description – description of the island and communities included in the district

Precinct Definition

Each precinct definition includes:

1. Election – election for which the precinct is defined
2. Name – name of the precinct (usually a concatenation of the state representative district number and a number for the precinct within the district 01-nn, e.g., “PRECINCT 10-01”)
3. Type – type of precinct, from the set of defined precinct types
4. Description – optional description of the precinct

District/Precinct Association

Each precinct in an election must be associated with a district, county, and polling place (i.e., work area) if known. Each district/precinct association (aka ‘DP’) includes:

1. Election – election for which the district/precinct association is defined
2. Name – name of the district/precinct association (usually a concatenation of the state representative district number, precinct number, and polling place name, e.g., “01-02 Kohala Middle Sch”)
3. Description – optional descriptive text
4. District – district for the association
5. Precinct – precinct for the association
6. County – county for the association
7. Work Area – optionally associated polling place, if any

Polling Places

Unit Sizes

A Unit Size (aka 'Unit') defines polling place requirements for equipment, supplies, and election workers for a given range of expected voters on Election Day. To ensure that all possible sizes of polling places are included, the set of all unit size ranges should include one that starts with zero voters, include one that goes as high as the number of registered voters in the state, and should be complete with no gaps or overlaps. Each unit size definition includes:

1. Election – election for which the unit size is defined
2. Name – name of the unit size (e.g., "1")
3. Description – optional descriptive text
4. Voter Range – minimum and maximum number of registered voters for the unit size
5. Consumable items required for the unit size; none or more; for each item type:
 - a. Item – one of defined consumable item types
 - b. Quantity – number of items needed
6. One or more types of human resources required for the unit size:
 - a. Position – type of election worker position or role required (e.g., "Precinct Official")
 - b. Count – number of required workers in the position (e.g., "3")
 - c. Cost Center – accounting cost center to be charged for the workers' time

Unit Size Matrix

The Unit Size Matrix is the complete set of assignments of a unit size definition to each district/precinct association, or more specifically to its polling place (i.e., work area). This assignment can be done:

1. Automatically – based on the voter statistics that were used for the previous election in EM (by default)
2. Automatically – based on the latest voter registration and prior election statistics imported from the VR system for each precinct (number of registered voters, absentee voting, and voter turnout)
3. Manually – the unit size for a polling place can be manually assigned or overridden

The unit size matrix cannot be created until after district and precincts have been defined and associated to each other and after unit size ranges have been defined. Unit size required resources do *not* have to be defined for each unit size in order to create the unit size matrix (mapping of unit sizes to polling places).

Work Areas

Work areas are locations where physical resources and election workers must be deployed for an election. Polling places are the most common type of work area, but other work areas may include call centers, counting centers, equipment warehouses, etc. Work area definitions are defined separately for each election but are copied from the previous election to avoid having to start over. Each work area definition includes:

1. Election – election for which the work area is defined
2. Name – name of the work area (e.g., "01-01 Kohala High and Elem Sch ")
3. Description – optional descriptive text
4. Address – street address of the site and/or mailing address (address lines, city, state, ZIP)
5. Facility – building or room to be used at the site (e.g., "GYM", "MTG ROOM B")
6. Contacts – up to three people that can be contacted (e.g., facility manager), with:
 - a. Name
 - b. Phone number
7. Emergency Contact – person to contact in case of an emergency, with:
 - a. Name
 - b. Phone number

Hawaii Statewide Voter Registration System
Election Management Functional Requirements

8. Fax numbers – up to two fax numbers
9. Email Addresses – up to two email addresses
10. Polling Place – Yes/No, indicates whether the work area is a polling place
11. Square Feet – size of the facility in square feet, if known and relevant
12. Maximum Occupancy – maximum number of persons allowed in the facility at one time
13. Ownership – type of owner (e.g., “DOE” for Department of Education)
14. Rental Cost – cost to rent the facility for an election
15. ADA (Americans With Disabilities Act) Compliance, includes:
 - a. Date on which ADA survey was issued, if any
 - b. Date on which ADA survey was returned and completed, if any
 - c. Compliant – Yes/No, indicates whether the site is ADA compliant
16. Facility Official – election worker who is assigned to be in charge of the work area for the election, with:
 - a. Name
 - b. Phone number
17. Files – optional documents, photographs, or other relevant files; each saved with:
 - a. Title
 - b. Description
 - c. File name – the file extension implies the type of file (e.g., “.JPG”, “.PDF”)
18. Equipment – allocated capital equipment items for the election
 - a. Item – one of the defined capital equipment items
19. Consumables – allocated consumable items for the election:
 - a. Item – one of the defined consumable item types
 - b. Quantity – number of items allocated

Human Resources

Execution of an election requires a large number of temporary election workers working in a variety of different roles or positions. The EM system tracks election worker applications, training, assignments, and compensation.

Positions

A Position is defined for each distinct role for election workers in an election. Similar positions, but for different sizes of polling places, are grouped together into a single Position Group. Each position is associated with an accounting Cost Center. Each position group definition includes:

1. Election – election for which the position group and positions are defined
2. Name – name of the position group (e.g., “Oahu - Precinct Chairs”)
3. Description – optional descriptive text
4. One or more position definitions, which include:
 - a. Name – name of the position (e.g., “Chairperson - 1 Unit”)
 - b. Description – optional descriptive text
 - c. Pay Rate – compensation for completing all work for one election
 - d. Cost Center – one of the defined accounting cost centers
 - e. Certification Required – Yes/No, indicates whether position requires training or certification
 - f. Certification Duration – duration of certification, in months
 - g. Taxable – Yes/No, indicates whether tax is to be withheld (?)

Training Classes

Election workers are generally required to attend one or more training classes. Class definitions include:

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1. Election – name of election that supports the training class
2. Position – election worker position or role that training is for; actually is the position group from which cost center is available
3. Name – name of the class (may include abbreviated position and location)
4. Description – optional descriptive text
5. Date/Time – date and starting time of the class
6. Location – name and address of the location (does not need to a defined work area)
7. Instructor – name of instructor or instructors
8. Maximum Size – maximum number of students in class
9. Resources Required – notes regarding required resources to teach the class (e.g., “Projector”)
10. Exam File – name of the online file for the exam
11. Exam Questions – number of questions on the exam
12. Minimum Questions – minimum number of correct exam answers required to pass
13. Notes – any other notes regarding the class

Non-Profit Organizations

Election workers may choose to donate their compensation for election work to a Non-Profit Organization (NPO) that has registered with the Elections office. Each NPO definition includes:

1. Name – name of the organization
2. DBA – registered ‘Doing Business As’ name of the organization
3. Address – registered address (address line, city, state, ZIP) as it appears on State of Hawaii tax clearance form
4. Remittance Address – mailing address for payments, if different; includes address line, attention line, city, state, ZIP
5. Contacts – names of up to two individuals for contacting
6. Phones – primary and alternate phone numbers for contacting
7. Fax – organization’s fax number
8. Email – organization’s email address for official use
9. SID – organization’s state ID number or an individual’s SSN
10. FEIN – organization’s Federal Employee ID Number, if applicable
11. SSN – individual’s SSN if NPO is an individual (may be same as SID)
12. Certified – Yes/No, indicates whether a copy of the organization’s tax clearance form is on file
13. Document – electronic file of the organization’s tax clearance form
14. Expiration – date on which this registration expires (generally six months from date on tax clearance form)
15. Notes – additional comments
16. Vendor ID – ‘DAGS Vendor Id’ for payroll processing
17. Balance – system-computed balance due based on election worker donations
18. Last Payment – system-created last payment to the organization, including:
 - a. Amount – amount paid
 - b. Date – date paid

Election Workers

Election workers are required to be registered voters and must be qualified by training or manual certification by an authorized administrator. A person who has not yet registered to vote can still apply, pending voter registration. If an applicant is registered to vote then the user can search for their VR record in order to initialize the election worker record. Each election worker record includes:

1. Name – legal first, last, middle initial, suffix
2. AKA – preferred or common name

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3. SSN –
4. DOB –
5. Registered Voter – Yes/No, indicates whether worker is a confirmed registered voter
6. Residence Address – address lines, city, state, ZIP
7. Mailing Address – address lines, city, state, ZIP
8. Phone numbers – home, work, cell
9. Best Times – best times to call, free-form text
10. Second Language – languages other than English that worker speaks fluently, if any, free-form text
11. Party – political party affiliation, from set of registered parties
12. State Employee – Yes/No, indicates whether election worker is employed by the State of Hawaii
13. Home Precinct – worker’s voting precinct given their residence address
14. Notes – free-form text for additional notes
15. Assignments – list of elections that worker has worked in the past and/or is available to work in the future; each election assignment includes:
 - a. Election – defined election, from which name and date of election is available
 - b. Position – position or role that worker had (past election) or would prefer (future election)
 - c. Work Area – location at which worker worked (past election) or is assigned to work (future election)
 - d. Online Preferences – free-form text, if any, that was entered online in the ‘Grey Box’ by the applicant to describe their preferences; includes:
 - i. Position – description of desired position
 - ii. Type of Work – description of type of work desired
 - iii. Location – description of desired work area
 - e. Donate Pay – Yes/No, indicates whether election worker chose to donate their election pay to a non-profit organization
 - f. Non-Profit – if donating pay, selected non-profit from list of registered organizations
 - g. PPS Document – scanned image of signed PPS (for payment processing) returned by worker
 - h. Qualification – worker’s qualification to work the election in the selected position; consists of either:
 - i. Completed training, which includes:
 1. Class – defined class, from which name and date of class is available
 2. Exam – scanned image of final test for class
 3. Score – % correct answers on exam
 4. Passed – Yes/No, indicates whether worker passed the exam
 - ii. Manual certification, which includes:
 1. Document – scanned image of certification document
 2. Certifier – name of person who authorized the certification
 3. Expiration – expiration date of certification
- i. Status – election worker’s status for the election, one of:
 - i. No Position Assigned
 - ii. No Class Assigned
 - iii. Assigned to Class
 - iv. Attended Class
 - v. Passed Exam, Pending VR
 - vi. Failed Exam
 - vii. Manually Certified
 - viii. Ready to Assign
 - ix. Assigned
 - x. Worked

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- xi. Posted
- j. Hours – percentage of full assignment that worker worked, 100% is default (compensation for partial completion of assignment may be pro-rated)

Assignments

Election workers can be automatically assigned to work areas for an election given their chosen position and work area and their certification status. Alternatively, election workers can also be manually assigned or re-assigned to work areas. Election workers for work areas that are not polling places must be manually assigned.

Identification Badges

Election workers and other authorized personnel are provided printed badges with their name and security access codes that give them access to work areas. Assigned election workers have badges automatically created for them. Other authorized personnel in special positions, such as Official Observer, Media, or Pollwatcher, can have a badge manually created and recorded. Each work area badge and record includes:

1. Last Name
2. First Name
3. Position – name of position; may be an election worker or an observer
4. Work Area – name of work area
5. Access – area or areas where security will permit access to the individual; one of:
 - a. Polling Place
 - b. Control Center
 - c. Counting Center
 - d. All Capitol
 - e. Unrestricted
6. Date – date that badge record was created; not printed on badge

Payroll

After an election, the payroll process is run to issue checks to election workers and non-profit organizations receiving donated earnings. The payroll process includes the following:

1. Total amount owed to each payee is calculated.
2. Export file is created to send to the external payroll system that will issue and mail checks.
3. Entries are added to the payroll journal.
4. Entries are added to the general journal.

Inventory

The inventory system keeps track of capital equipment and consumable items to be allocated and shipped to work areas for an election.

Capital Equipment

A durable piece of equipment or furniture is defined as a Capital Goods (CG) item. Each capital item is separately tracked, and includes:

1. Name – name of item (e.g., "Office Computer #15")
2. Description – optional descriptive text
3. Serial Number – manufacturer's serial number
4. State ID – state-assigned inventory tracking number
5. Barcode – bar code identifier
6. Type – one of defined capital equipment types
7. Acquisition Cost – price paid, not including shipping

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8. Acquisition Date – date item was put into service
9. Cost Center – one of defined cost centers, if expensed to a single cost center
10. Location – physical location of item, free-form text
11. Fixed Asset Account – one of defined accounts
12. Expense Account – one of defined accounts
13. Depreciation – optional depreciation tracking, which includes:
 - a. Depreciation Type – one of defined types that conform to GAPP standards
 - b. Accumulated Depreciation Account – one of defined accounts
14. Retired – Yes/No, indicates whether item has been completely depreciated or otherwise taken out of service and written off
15. Retired Date – if retired, then date item was retired
16. Leased – Yes/No, indicates whether item is leased; if leased then also includes:
 - a. Lease Financing Organization – name of organization that is financing the lease
 - b. Down – amount of initial down payment
 - c. Start Date – starting date of lease
 - d. End Date – ending date of lease
 - e. Term – length of lease in months
 - f. Interest – monthly interest rate (APR/12)
 - g. Payment – amount of monthly payment
 - h. PV – Present Value
 - i. FV – Future Value
 - j. Buyout Amount – amount paid to buyout the lease, if any
 - k. Buyout Date – date of buyout, if any

Consumable Items

Consumable items and supplies are Non-Capital Goods (NCG). Consumable items are tracked by type and quantity, rather than separately tracked individual items. Consumable type definitions include:

1. Name – item name
2. Description – optional descriptive text
3. Lot Type – one of defined types of lots (e.g., “CASE 4”)
4. Beginning Count – beginning on-hand count of the item
5. Inventory Method – inventory pull method, either LIFO (Last In First Out) or FIFO (First In First Out)
6. Transactions – list of transactions that increased or decreased quantity on hand; each transaction either adds items or removes items, never both; each transaction includes:
 - a. Date – date of transaction
 - b. Description – description of transaction with recipient or reason for change
 - c. Pull Qty – number of items removed from inventory
 - d. Add Qty – number of items added to inventory

Work Area Allocations

Allocation of inventory to work areas involves both capital equipment and consumable supplies. Capital equipment must always be manually allocated to work areas. Allocation of consumable supplies can be done automatically for polling places via the defined unit sizes or they can be manually allocated or overridden. Once capital equipment and consumable items have been allocated to the work areas then Pull Lists can be created that list the items that need to be pulled from inventory and shipped to each work area. Packing Lists can be printed from one or more pull lists for shipment to a work area.

Pull Lists

A Pull List record includes:

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1. Election – election for which pull list is defined
2. Work Area – work area for which pull list is defined
3. Name – name of the pull list to distinguish it from others for the election
4. Type of Items – either capital equipment or consumable items (can't mix different types of items on the same pull list)
5. Pull-By Date – date by which items need to be pulled
6. Pull Date – date on which the items were pulled
7. Ship Date – date on which the items were shipped to the work area
8. Receive Date – date on which the items were received at the work area
9. Items – list of one or more items in the pull list; each entry includes:
 - a. Item – defined capital equipment item or consumable item type
 - b. Quantity Required – number of items required (always '1' for capital items)
 - c. Quantity Pulled – number of items actually pulled (always '1' or '0' for capital items)

Return Lists

Items that need to be returned from a work area back to the warehouse are listed in a Return Authorization List, which can list both capital equipment and consumable items. Each Return Authorization List includes:

1. Election – election for which return list is defined
2. Work Area – work area for which return list is defined
3. Date – date that return list was created
4. Ship Date – date on which the items were shipped to the warehouse
5. Receive Date – date on which the items were received at the warehouse
6. Checkin Date – date on which the items were returned to inventory
7. Items – list of one or more items in the return list; each entry includes:
 - a. Item – defined capital equipment item or consumable item type
 - b. Return Quantity – number of items returned (always '1' for capital items)

Ballots

Parties

Political parties must meet certain qualifications, including a successful petition, to be approved for elections in the State of Hawaii. Candidates and election workers may be associated with an approved political party.

Each party definition includes:

1. Election – election for which party is defined
2. Name – official name of the party (e.g., "Democratic Party")
3. Code – party's abbreviation for display (e.g., "DEM")
4. Primary Contact – name of person who is the primary party contact
5. Address – party contact's business address (address lines, city, state, ZIP)
6. Phone Numbers – primary and alternate phone numbers for party contact
7. Notes – additional notes
8. Ballot Order – relative order for parties on ballots (no two parties can have the same ballot order)
9. Valid From – starting date that party is valid
10. Valid To – ending date that party is valid
11. Documents – list of supporting document files (e.g., party rules); each document includes:
 - a. Name – name of document
 - b. Description – optional descriptive text
 - c. File – name and file extension of the file

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Offices

Offices define public offices to which candidates are elected. Offices are not defined per election. Office definitions include:

1. Name – name of the office (e.g., “Governor”)
2. Description – optional descriptive text
3. District Type – one of the defined types of district that the office is associated with (e.g., “State Representative District”); statewide and federal offices have no associated district type or district
4. District – one of the defined districts if the office is for a specific district

Races

Races are contests between qualified candidates for an office (aka seat) for a given election. Each race definition includes:

1. Election – election for which the race is defined
2. Office – office for which the race is defined
3. Name – common name of the race to be used internally in election management
4. Report Name – name of the race to appear on election management reports
5. Ballot Name – official name of the race to appear on ballots
6. County – one of the defined counties if the race is countywide for a single county
7. Mates – number of running mates for the seat
8. Seats – number of open seats for this election
9. Term Start – starting year for a term (any year that a term starts in)
10. Term Length – length of one term in office, in years
11. Cyclical – Yes/No, indicates whether the race will occur every ‘term length’ years (usual case)
12. Valid – Yes/No, indicates whether the race is part of this election cycle
13. Sort Order Level - one of the defined sort levels (e.g., “State of Hawaii”) for grouping and ordering races on reports
14. Sort Order – an integer for ordering races on reports; races are first grouped and ordered by sort level and then ordered by sort order (lowest to highest) within a sort level
15. Race Rules – the rules used for the race to determine the winner or winners of the race; the rules include:
 - a. Title – descriptive title for the rules
 - b. Basis – one of the defined methods for determining the total number of votes to consider (e.g., “Total Votes Cast (Exclude Blank)”)
 - c. Seats – number of winning seats for the race (presumably matches number of open seats above)
 - d. Percent to Win – percentage of votes for a candidate, out of all votes considered, that is required to win the race
 - e. Minimum – required minimum number of votes for a candidate to be elected
 - f. Highest Score – Yes/No, indicates whether the candidate or candidates with the highest number of votes for all open seats are elected, provided all other conditions are met
 - g. By Party – Yes/No, indicates whether there should be a winning candidate for each party, provided all other conditions are met
 - h. Non-Partisan – Yes/No, indicates whether the race is non-partisan; cannot be Yes if ‘By Party’ is also Yes
 - i. Comments – comments or clarifications about the rules

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Candidates

Candidates for public office are required to be registered voters. A person who has not yet registered to vote can still apply, pending voter registration. If an applicant is registered then the user can search for their VR record in order to initialize the candidate record. Each candidate record includes:

1. Election – election cycle (i.e., primary and general elections) in which candidate is running
2. Name – legal last, first, and middle name and suffix (e.g., “Jr”) of candidate
3. AKA – preferred or common name
4. Title – candidate’s title or honorific (e.g., “Dr”, “Rev”)
5. Gender – optional, M/F
6. SSN –
7. DOB –
8. Phone Numbers – up to two phone numbers for contacting candidate
9. Alternate Contact – alternate person to contact re. campaign, including name and up to two phone numbers
10. Email Address – candidate’s email address
11. Website – campaign’s web site URL
12. Residence Address – address lines, city, state, ZIP
13. Mailing Address – address lines, city, state, ZIP
14. Home Precinct – candidate’s district/precinct given their residence address
15. Ballot Name – Official name for candidate on ballot
16. Ballot Name Certified – Yes/No, indicates whether the ballot name has been certified for printing ballots
17. Race – one of the defined races for the election
18. Party – candidate’s party; one of the defined parties for the election, or Non-Partisan; select Non-Partisan for non-partisan races
19. Party Member – Yes/No, indicates whether the candidate is a member of the selected party, if any
20. Comments – additional comments or notes re. candidate
21. Registered Voter – Yes/No, indicates whether candidate is verified as a registered voter
22. Resident – Yes/No, indicates whether candidate is verified as a resident of the State of Hawaii
23. Citizen – Yes/No, indicates whether candidate is verified as a U.S. citizen
24. CJIS – Yes/No, indicates whether candidate has passed the Criminal Justice Information Sharing (CJIS) check
25. Indigent – Yes/No, indicates whether candidate is indigent
26. Filing Status – candidate’s status in progressive steps:
 - a. Applied – Yes/No (applied as a candidate), date, and one of defined Filing Locations
 - b. Candidate – Yes/No (certified as a candidate in the primary election), date
 - c. Primary Winner – Yes/No (declared a winner in primary election), date
 - d. General – Yes/No (certified as a candidate in the general election), date
 - e. General Winner – Yes/No (declared winner in general election), date
 - f. Withdrawn – Yes/No (withdrew candidacy), date, notes
27. Profile Photo – name of file with candidate’s photo, if any, for publishing on election website
28. Statement – candidate’s prepared statement, if any, for publishing on election website
29. Published File – name of file with candidate’s web profile and statement as published on election website
30. Publication Date – date that candidate’s web profile was last posted, if any

Ballot Questions

Ballot questions are measures to be placed on the ballot for voter approval in an election. Each ballot question definition includes:

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1. Election – election for which the ballot question is defined
2. County – one of the defined counties if the question is not statewide
3. Title – title for the question as it will appear on the ballots, in English
4. Text – full text of the question as it will appear on the ballots, in English
5. Translations – zero or more translations for languages other than English; one translation of the title and text of the question for each language for which a translation is required; each translation includes:
 - a. Language – one of the defined languages for voters in Hawaii (e.g., “Japanese”)
 - b. Translated – Yes/No, indicates whether the translation has been completed
 - c. File – file containing the translated title and text
6. Districts – optional list of one or more districts in which voters will vote on the question; none if question is statewide or countywide
7. Scoring Rules – rules to determine whether the measure is approved by the voters; includes:
 - a. Count Blank as Yes – Yes/No, indicates whether a blank vote (i.e., neither for nor against) is to be counted as a vote in favor of the measure
 - b. Scoring Basis – one of the defined methods for determining the total number of votes to consider (e.g., “Total Votes Cast (Exclude Blanks)”)
 - c. Percent to Pass – percentage of votes in favor of the measure, out of all votes considered, that is needed to approve the measure (e.g., “33.0%”)
 - d. Notes – comments or clarifications regarding scoring rules

Ballot Types

A Ballot Type is a unique combination of races for an election. Each district/precinct is associated with one ballot type. One ballot type may be associated with multiple district/precincts. To define ballot types; first each race is associated with one or more district/precincts (or the race may be denoted as statewide or countywide in a defined county), and then each district/precinct is associated with a named ballot type. Each ballot type definition includes:

1. Election – election for which ballot type is defined
2. Name – name of the ballot type to distinguish it from others in the election
3. Races – list of defined races for this election that are to be included on ballots of this ballot type
4. District/Precincts – list of district/precincts that share this ballot type

Reports

A wide variety of reports are available throughout election management to give visibility to the completeness of work. Reports include (not comprehensive):

1. District/Precincts
2. Active Political Parties
3. Non-Profit Organizations
4. Active Offices
5. Candidate Filing Report
6. Account Transactions
7. Missing Translations (language translations of ballot questions)
8. Race Matrix (race to district/precinct associations)
9. Races by Election
10. Races by Ballot Type
11. District/Precinct Ballot Type Associations
12. Rules for Valid Ballot Questions
13. Rules for Valid Races

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14. Election Worker Assignments
15. Work Area Allocations
16. Allocation Errors
17. Payroll Export

Accounting

The system provides for defining the primary accounts for payroll liabilities and payroll expenses. It also provides for defining cost centers.

Administration

Administrators and/or IT staff may define certain enumerated values for data that are used in the EM system.

Counties

Certain data is associated with a specific county. A county definition consists of:

1. Name – formal name of the county (e.g., “City and County of Honolulu”)
2. Description – description of the islands in the county (e.g., “Oahu”)
3. District/Precincts – list and/or range of district/precincts in the county, including:
 - a. Starting District/Precinct – district/precinct with lowest district/precinct numbers in the county if they are contiguous
 - b. Ending District/Precinct – district/precinct with highest district/precinct numbers in the county if they are contiguous
 - c. List – free-form text of district/precincts and/or ranges of district/precincts

Languages

Ballots in Hawaii must support several different languages besides English. A language definition consists of simply the language name in English (e.g., “Chinese”).

District Types

Each district must be associated with a defined district type. Administrators may define new district types.

Each district type includes:

1. Name – name of the district type (e.g., “State Representative District”), must be unique
2. Description – optional descriptive text

Precinct Types

Each precinct must be associated with a defined precinct type. Administrators may define new precinct types.

Each precinct type includes:

1. Name – name of the precinct type (e.g., “State Representative Precinct”), must be unique
2. Description – optional descriptive text

Work Area Owner Types

Each work area has an associated type of owner. Each owner type definition consists of simply the type name (e.g., “DOE” for Department of Education, which controls school sites).

Capital Equipment Types

Each capital item definition includes the capital equipment type. Each capital equipment type definition consists of simply the type name (e.g., “Office Computer”).

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Depreciation Types

Each capital item definition includes the depreciation type. Each depreciation type definition consists of simply the type name.

Consumable Lot Types

Each consumable item type definition includes a lot type. Each lot type definition includes:

1. Name – name of the lot type (e.g., "CASE 4")
2. Quantity – number of items in a lot (e.g., "4")

Race Sort Levels

The races on a ballot are ordered first by a race group or level and then by an order within the group. A group of races to be presented together on a ballot are called a Race Sort Level. Each race sort level definition consists of:

1. Name – name of the race level
2. Order – integer number for ordering the race levels, lowest to highest

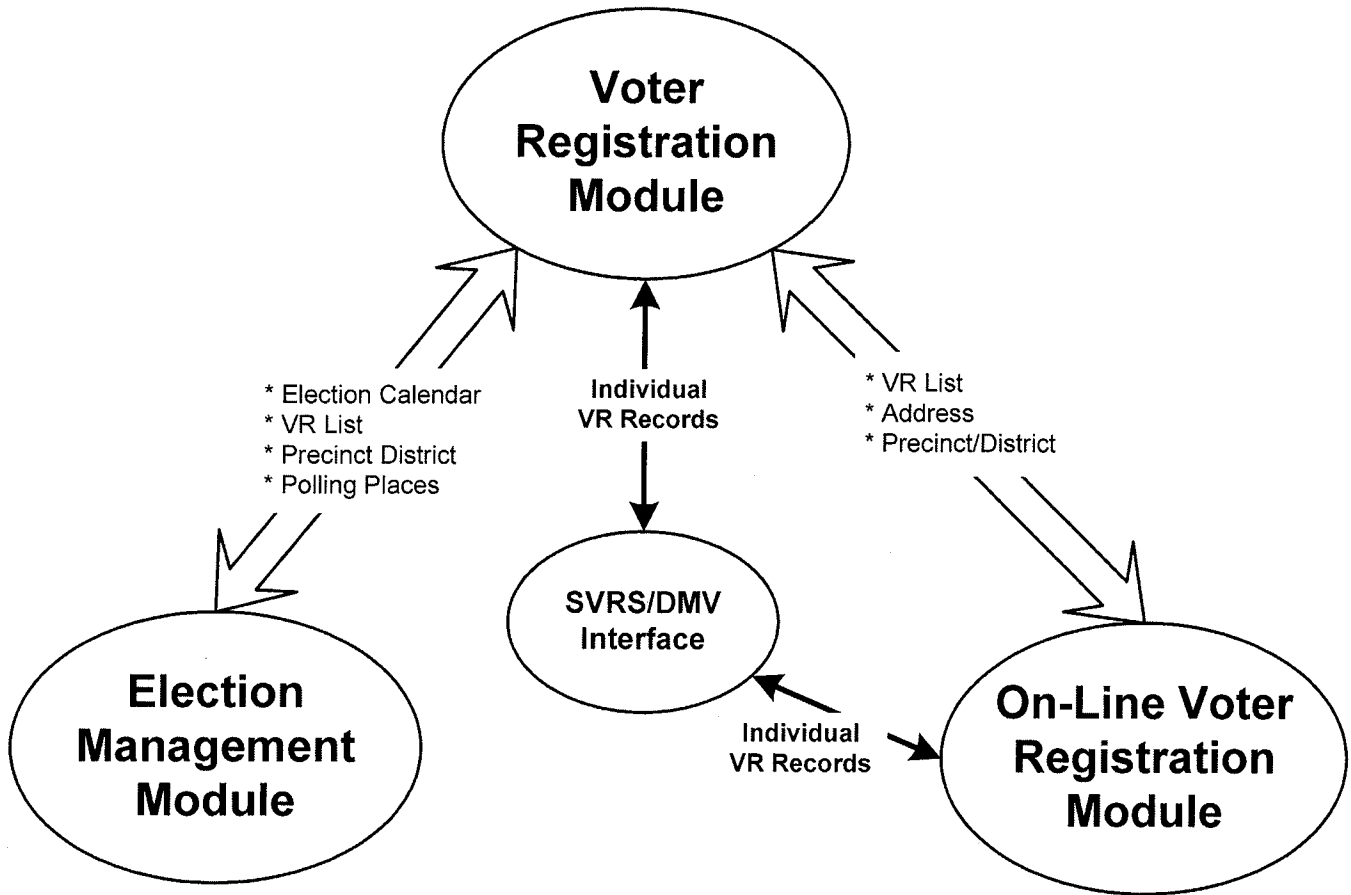
Scoring Basis

In order to determine the results of a race or a question in an election, a method must first be specified for determining the total number of votes to consider. The method is called the Scoring Basis. Each scoring basis definition consists of simply the method's name (e.g., "Total Votes Cast (Exclude Blanks)").

Filing Locations

There are several recognized locations or offices where candidates may file for running in an election. Each filing location definition consists of simply the location name.

Module Data Sharing



State of Hawaii Statewide Voter Registration System

Cost Analysis: Voter Registration Module

Staff Position	Hourly Rate	Number of Hours	Project Expense
Architect			
Business Analyst/Funct. Lead			
Comm./Network Specialist			
Database Administrator			
Database Designer			
Hardware Specialist			
Executive Director			
Project Manager			
Programmer I			
Programmer II			
Programmer III			
Quality Assurance Engineer I			
Quality Assurance Engineer II			
Security Systems Engineer			
Source Code/Build Manager			
Systems Administrator			
Technical Writer			
Test Engineer I			
Test Engineer II			
Test Engineer III			
Training Specialist I			
Training Specialist II			
Web/User Interface Designer			
Other (specify)			
Total Staff Expense			

Description	One-time Costs
Project Management and Planning	
Requirements Definition	
Design Specifications	
Development	
Data Conversion and Migration	
System Security Design	
Prototype User Interface	
Test Plan and Scripts	
System Test	
Load and Stress Test	
Functional Test	
Acceptance Testing	
User Training	
System Hardware	
Third Party Software	
Software tools	
Maintenance and Operations	
Disaster Recovery	
Deployment	
Transition to Production	
Total One Time Costs	

Voter Registration Module; Total Cost

State of Hawaii Statewide Voter Registration System

Cost Analysis: On-Line Voter Registration Module

Staff Position	Hourly Rate	Number of Hours	Project Expense
Architect			
Business Analyst/Funct. Lead			
Comm./Network Specialist			
Database Administrator			
Database Designer			
Hardware Specialist			
Executive Director			
Project Manager			
Programmer I			
Programmer II			
Programmer III			
Quality Assurance Engineer I			
Quality Assurance Engineer II			
Security Systems Engineer			
Source Code/Build Manager			
Systems Administrator			
Technical Writer			
Test Engineer I			
Test Engineer II			
Test Engineer III			
Training Specialist I			
Training Specialist II			
Web/User Interface Designer			
Other (specify)			
Total Staff Expense			

Description	One-time Costs
Project Management and Planning	
Requirements Definition	
Design Specifications	
Development	
Data Conversion and Migration	
System Security Design	
Prototype User Interface	
Test Plan and Scripts	
System Test	
Load and Stress Test	
Functional Test	
Acceptance Testing	
User Training	
System Hardware	
Third Party Software	
Software tools	
Maintenance and Operations	
Disaster Recovery	
Deployment	
Transition to Production	
Total One Time Costs	

Appendix C - Specifications 060

On-Line Voter Registration Module; Total Cost

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Cost Analysis: Election Management Module

Staff Position	Hourly Rate	Number of Hours	Project Expense
Architect			
Business Analyst/Funct. Lead			
Comm./Network Specialist			
Database Administrator			
Database Designer			
Hardware Specialist			
Executive Director			
Project Manager			
Programmer I			
Programmer II			
Programmer III			
Quality Assurance Engineer I			
Quality Assurance Engineer II			
Security Systems Engineer			
Source Code/Build Manager			
Systems Administrator			
Technical Writer			
Test Engineer I			
Test Engineer II			
Test Engineer III			
Training Specialist I			
Training Specialist II			
Web/User Interface Designer			
Other (specify)			
Total Staff Expense			

Description	One-time Costs
Project Management and Planning	
Requirements Definition	
Design Specifications	
Development	
Data Conversion and Migration	
System Security Design	
Prototype User Interface	
Test Plan and Scripts	
System Test	
Load and Stress Test	
Functional Test	
Acceptance Testing	
User Training	
System Hardware	
Third Party Software	
Software tools	
Maintenance and Operations	
Disaster Recovery	
Deployment	
Transition to Production	
Total One Time Costs	

Election Management Module; Total Cost

Annual Expense: VR Module				
Year	Operations, User support, System Admin	Software Maintenance	License Fees	Total Annual Expense
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Annual Expense: Online VR Module				
Year	Operations, User support, System Admin	Software Maintenance	License Fees	Total Annual Expense
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Annual Expense: Election Management Module				
Year	Operations, User support, System Admin	Software Maintenance	License Fees	Total Annual Expense
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

GENERAL CONDITIONS

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GENERAL CONDITIONS

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

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

3. Personnel Requirements.

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

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

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

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

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

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

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

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

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

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

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

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

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

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

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

14. Termination for Convenience.

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

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

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

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

- d. Compensation.

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

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

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

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

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

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

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

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

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

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

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

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

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

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

17. Payment Procedures; Final Payment; Tax Clearance.

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

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

19. Modifications of Contract.

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

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

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

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

21. Price Adjustment.

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

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

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

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

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

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

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

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

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

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

 - (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

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

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

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

b. Confidentiality of Material.

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

c. Security Awareness Training and Confidentiality Agreements.

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

d. Termination for Cause. In addition to any other remedies provided 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.

STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Vendor / Firm:	Date of Execution: ***
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Name:	Title
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(Signature)

(Print Name and Title)

(Date)

(End of Certificate)

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

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

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