

STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 2 TO CONTRACT NO. 59326

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of March 5, 2020, between the OFFICE OF ELECTIONS, State of Hawaii (hereinafter "STATE"), by its CHIEF ELECTION OFFICER, whose address is 802 Lehua Avenue, Pearl City, Hawaii 96782 and HART INTERCIVIC, INC. (hereinafter "CONTRACTOR"), a CORPORATION, under the laws of the State of TEXAS, whose business address and taxpayer identification number are as follows: 15500 WELLS PORT DRIVE, AUSTIN, TEXAS, 78728, FEDERAL TAX NO. 95-3248916, HAWAII TAX NO. 50097728-01.

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract No. 59326, dated March 22, 2010, whereby the CONTRACTOR agreed to provide the goods and services, described in the Contract, through to and including December 31, 2014;

B. WHEREAS, the STATE and the CONTRACTOR entered into Supplemental Contract No. 1 to Contract No. 59326, where an option to extend for up to three (3) additional twenty-four-month periods was exercised;

C. WHEREAS, the STATE and CONTRACTOR were involved in extensive negotiations in which cost and price data had been supplied;

D. WHEREAS, the CONTRACTOR represented, warranted, and covenanted that all factual information delivered or that will be delivered in writing by or on behalf of the CONTRACTOR to the STATE for purposes of or in connection with the original Contract No. 59326 and Supplemental Contract No.

1 to Contract No. 59326 is true and accurate in all respects and does not omit any fact necessary to prevent such information from being misleading in any respect; WHEREAS, the STATE has the ability to audit the cost or pricing data of the CONTRACTOR under General Conditions 28 to 30.

E. WHEREAS, Act 136, Session Laws of Hawaii 2019, which became effective on July 1, 2019, moves the STATE to an election by mail model away from the prior polling place-based model.

F. WHEREAS, General Condition 19 to the contract provides that the STATE may make modification, alteration, amendment, or changes to any term, provision, or condition of the contract and that any corresponding adjustment of price shall be made in accordance with the price adjustment clause of the contract or as negotiated.

G. WHEREAS, General Condition 20 to the contract provides that the STATE may enter into change orders;

H. WHEREAS, the price adjustment provision in General Condition 21 provides that any adjustment in price may be made in a manner in which the parties may mutually agree; and in addition, in the absence of such agreement between the parties, there is also a provision identified in which the STATE can unilaterally make the determination, taking into consideration generally accepted accounting principles and the State's administrative rules;

I. WHEREAS, the CONTRACTOR provided cost or pricing data for any price adjustment in accordance with General Condition 21;

J. WHEREAS, the STATE and CONTRACTOR were involved in

extensive negotiations in which cost, and price data had been supplied relating to the original Contract No. 59326, Supplemental Contract No. 1 to Contract No. 59326, and the present supplemental contract (i.e. Supplemental Contract No. 2 to Contract No. 59326);

K. WHEREAS, the CONTRACTOR represented, warranted, and covenanted that all factual information delivered or that will be delivered in writing by or on behalf of the CONTRACTOR to the STATE for purposes of or in connection with the original Contract No. 59326, Supplemental Contract No. 1 to Contract No. 59326, and Supplemental Contract No. 2 to Contract No. 59326 is true and accurate in all respects known at the time of preparation and does not omit any fact necessary to prevent such information from being misleading in any respect;

L. WHEREAS, the parties now desire to amend Contract No. 59326, as previously amended by Supplemental Contract No. 1.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows:

1. Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is made a part of the Contract.
2. Amend the BONDS according to the terms set forth in Attachment S2, which is made a part of the Contract.
3. Amend the COMPENSATION according to the terms set forth in Attachment S3, which is made a part of the Contract.
4. Amend the OTHER TERMS AND CONDITIONS according to the terms set forth in Attachment S4, which is made a part of the Contract.

A tax clearance certificate from the State of Hawaii is not required to be

submitted to the STATE prior to commencing any performance under this Supplemental Contract. A tax clearance certificate from the INTERNAL REVENUE SERVICE is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first written above.

STATE

Signature



Print Name Scott T. Nago

Print Title Chief Election Officer

Date March 5, 2020

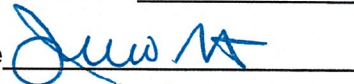
CORPORATE SEAL

(If available)

CONTRACTOR

Name of Contractor Start Intrusive, Inc.

Signature



Print Name Julie Mathis

Print Title CEO *

Date March 4, 2020

APPROVED AS TO FORM


General Counsel

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS)
) SS.
 COUNTY OF TEXAS)

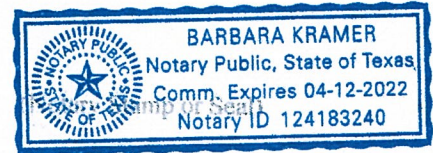
On this 4th day of March, 2020 before me appeared Julie Mathis and N/A, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are CEO and N/A of HART INTERCIVIL, INC, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

Julie Mathis
(Signature)
Julie Mathis
(Print Name)

Notary Public, State of TEXAS
My commission expires: 4-13-2022

Doc. Date: March 2, 2020 # Pages: 39
Notary Name: Barbara Kramer State of TX Circuit
Doc. Description: state of Hawaii
Supplemental Contract NO. 2 to
Contract NO. 59326



Barbara Kramer 03-04-2020
Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII
**CONTRACTOR'S
 STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).


On behalf of Hart Interactive, Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By 
(Signature)
 Print Name Julie Mathis
 Print Title CEO
 Name of Contractor Hart Interactive, Inc.
 Date March 4, 2020



STATE OF HAWAII

CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

March 5, 2020

(Signature)
Scott T. Nago

(Print Name)
Chief Election Officer

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

**Hart InterCivic, Inc.
Representative Authorization**

1. I hereby certify that I am the CEO of Hart InterCivic, Inc., located in the city of Austin and the state of Texas.


2. I further certify that I am authorized, on behalf of and as the act of this corporation, to execute and deliver proposals, contracts and other documents and to take such other lawful actions as they deem necessary or appropriate ("Transactions") to sell the corporation's voting products (including without limitation the corporation's Hart Voting System) and print products, and in connection therewith to license this corporation's proprietary software, to federal, state, county, local and other governmental entities in response to requests for proposals and other similar procurements by such entities; and,

I further certify that the individuals listed below are authorized to take or cause to be taken, all further lawful actions in connection with the Transactions and to execute and deliver all instruments in regard to the Transactions that may be deemed necessary or appropriate to submit, negotiate, contract under and implement such Transactions and any resulting contracts, as conclusively evidenced by the taking of the action or execution and delivery of the instruments.

Authorized representatives:

Julie Mathis – CEO
Hollie Osbourn – CFO

In witness hereof, I have hereupon set the seal of this corporation this 4th day of March, 2020



Julie Mathis
CEO

(SEAL OF CORPORATION)

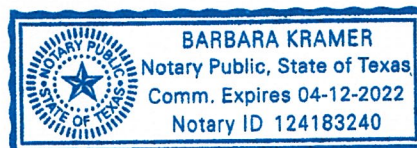
State of Texas
County of Travis

This instrument was acknowledged before me on this 4th day of March, 2020 by Julie Mathis, CEO of Hart InterCivic, Inc., on behalf of said corporation.



Notary Public's Signature

(NOTARY SEAL)




**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 RFP-10-001-SW *, are accurate, complete, and current as of March 2, 2020 ***.
(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: <u>Hart Intracivic, Inc.</u>	Date of Execution: *** <u>March 4, 2020</u>
Name: <u>Julie Mathis</u>	Title: <u>CEO</u>


(Signature)
Julie Mathis, CEO
(Print Name and Title)
March 4, 2020
(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.

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


Subject: RFP No.: RFP-10-001-SW
Title of RFP: Sealed Offers for a Voting Equipment System

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 Hart Intercivic, Inc.
Signature 
Title CEO
Date March 4, 2020



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: HART INTERCIVIC, INC.

DBA/Trade Name: HART INTERCIVIC INC.

Issue Date: 03/05/2020

Status: Compliant

Hawaii Tax#: 50097728-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX8916

UI#: No record

DCCA FILE#: 43922

Status of Compliance for this Vendor on Issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Pending

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Hart InterCivic, Inc. 15500 Wells Fort Drive Austin, TX 78728	INSURER A: Charter Oak Fire Insurance Company 25615	
	INSURER B: Travelers Indemnity Company of America 25666	
	INSURER C: Travelers Casualty Insurance Company of Am 19046	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** W11956354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		H-630-7E835167	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			BA-1N671956	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	Comp Ded: \$1000 Coll Ded: \$1000							
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR						AGGREGATE \$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$	
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-6X578451	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> NO					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Hawaii and the counties of Hawaii, Maui, Kauai and the City and County of Honolulu are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy with respect to all the operations performed for the four countries and the state of Hawaii. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by these policies.

CERTIFICATE HOLDER **CANCELLATION**

State of Hawaii Dept. of Accounting and General Svcs. Office of Elections 802 Lehua Ave. Pearl City, HI 96782	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SCOPE OF SERVICES

Paragraph 1 of Contract No. 59326, entitled Scope of Services, as amended by Supplemental Contract No. 1, is hereby further amended to include the following provisions, which are underscored, at the end thereof:

For the 2020 election cycle, as with prior election cycles, the CONTRACTOR shall, in a proper and satisfactory manner, as determined by the STATE, provide all the goods and services necessary for the implementation of the Primary Election and General Election, as set forth in Contract No. 59326 and CONTRACTOR'S March 15, 2010 Best and Final Offer, and as amended by Supplemental Contract No. 1, with the following clarifications and modifications:

The CONTRACTOR shall provide goods and services necessary for the implementation of the Primary Election and General Election to support a by mail model, as detailed below and in Attachments S1.1-S1.12 and S1.2A and S1.2B. In summary, there will be four counting centers, eight voter service centers, ballot printing, envelopes for the neighbor islands, and ballot mailing, excluding postage.

The following clarifications and modifications to the above are hereby made:

The CONTRACTOR has provided cost or pricing data associated with all the following broad categories (i.e. Ballot Printing & Mailing, Hart Labor, Contract Labor, Freight, Travel & Lodging, Spare Parts, Mobile Ballot Boxes, Ballot Transport Containers, Warehousing & Storage, and Insurance), summarized in Attachment S1.1 and detailed in Attachments S1.2—S1.12 and Attachments S1.2A and S1.2B.

Cost or Pricing Reductions or Increases

The CONTRACTOR is required to perform pursuant to its certification of this cost or pricing data. Any reduction in the amount of these items may result in a corresponding decrease in the contract price, as the result of a requested audit pursuant to Section D . Likewise, any increase will require a contract modification to revise final pricing. A net cost reduction of 5% or net increase of 5% within any Broad Category is agreed to be permissible and will not result in any potential price reductions or contract modifications.

Broad Categories

1. Voting Equipment

The CONTRACTOR will continue to utilize Hart Voting System ("HVS") equipment. As such, no additional cost or pricing data is required.

2. Ballot Printing & Mailing

The CONTRACTOR has provided cost or pricing data associated with Ballot Printing and Mailing as summarized in Attachment S1.2. The assumptions utilized to provide those cost estimates include the scope of work, quantities, and responsibilities as described below and on that attachment, as well as those defined within Attachments S1.2A and S1.2B. Changes to the assumptions provided in these cost estimates may result in revised pricing as defined within the Cost or Pricing Reductions or Increases clause defined above.

- a. The CONTRACTOR will engage with CSG Systems, Inc. ("CSG") for ballot stock. A minimum of 95 days advance notice is required to request a change in ballot stock quantities.
- b. Ballots and ballot stock and other iterations of the term used throughout this Contract are defined as a single sheet of paper. If multi-sheet ballots are required in this election cycle they will be treated as separate ballots. Additional ballots may result in additional costs in areas including, but not limited to ballot stock, folded ballot storage, envelope insertion, printing, mailing, and packaging.
- c. The CONTRACTOR is required to print up to 2,118,903 ballots with its printing vendor HONBLUE. However, the STATE may elect to order more or less ballots. If the number of ballots ordered varies from 2,118,903, the actual number of ballots printed will be assessed to the STATE at the agreed upon rate per Attachments S1.2, S1.2A, and S1.2B. Additionally, the CONTRACTOR has factored in separately 211,890 quantity of ballot stock for spoilage.
- d. CONTRACTOR will prepare ballot files for each ballot order listed and deliver to HONBLUE for printing;

demonstration, test, UOCAVA, Mail, (English and foreign language), in person/voter service center, (English and foreign language), duplicate, reserve and supplemental, if applicable.

- e. CONTRACTOR will contract with HONBLUE to print, quality control and package all files. Mail ballots will be folded and delivered to CARDINAL. All other ballots will be packaged as they have been in prior elections. Ballots will be printed without stubs.

- f. The CONTRACTOR will not be required to contract with Five Cedars Group, Inc. ("FIVE CEDARS") or with Runbeck Election Services, Inc. for accessible electronic transmission ballots, as the STATE already has a contract for those services for the 2020 election cycle.

- g. The CONTRACTOR will engage with Cenvéo Envelope Group – Hawaii ("CENVEO") for envelopes. However, the envelope order will be solely for the counties of Hawaii, Maui, and Kauai. The City and County of Honolulu will order their own envelopes and arrange for their delivery to CARDINAL.

- h. CONTRACTOR will engage with CENVEO to order and print all static text and postal indicia on all neighbor island envelopes. The envelope order and specifications of the envelopes are addressed in Attachment S1.2A and incorporated into Attachment S1.2.

- i. The CONTRACTOR will contract with Cardinal Services, Ltd. ("CARDINAL") for outbound mailing house services. CONTRACTOR is not responsible for the integrity of the data provided by the STATE or the Counties.

- j. CONTRACTOR will contract with Cardinal for the following; receiving and storage of folded ballots for mailing, receiving and storage of all prepared envelopes, receiving and management of the initial STATE/County voter files, receiving and management of all STATE/County voter file updates, security of ballots, envelopes and voter files, insertion of appropriate ballots, return envelope and secrecy sleeve into outer envelope, ink-jetting of appropriate voter name and address on outer envelopes, security of election materials, culling/match back processes, process QC and delivery of prepared envelope packets to USPS. The assumed Cardinal services and associated costs are listed in Attachment

S1.2B and incorporated into Attachment S1.2.

k. The STATE and the Counties are responsible for inbound mail processing.

l. Ballot Printing and Mailing costs exclude the cost of postage / USPS, as the STATE and Counties will be purchasing these services separately for the 2020 election cycle.

3. Hart Labor

Given the change to by mail, the amount and cost of Hart Labor associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 are not applicable to a by mail model.

As such, Hart has provided cost or pricing data associated with the task, number of hours, rate, and total cost for each position for the 2020 election cycle in Attachment S1.3.

4. Contract Labor

Given the by mail change, the amount and cost of Contract Labor associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 are not applicable to a by mail model.

As such, Hart has provided cost or pricing data associated with the task, number of hours, rate, and total cost for each Contract Labor position for the 2020 election cycle in Attachment S1.4.

5. Freight

Given the by mail change, the amount of freight associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 are not applicable to a by mail model.

As such, Hart has provided cost or pricing data associated with freight for the 2020 election cycle in Attachment S1.5.

6. Travel & Lodging

Given the by mail change, the amount of labor associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 and consequently the amount of travel of lodging are not applicable to a by mail model.

As such, Hart has provided cost or pricing data associated with travel and lodging matters for the 2020 election cycle in Attachment S1.6.

7. Spare Parts

Given the by mail change, the amount of spare parts associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 are not applicable to a by mail model.

As such, Hart has provided cost or pricing data associated with the quantities of spare parts needed for the 2020 election cycle in Attachment S1.7.

8. Mobile Ballot Boxes

Given the by mail change, the amount of Mobile Ballot Boxes associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 are not applicable to a by mail model. Additionally, Hart will utilize the remainder of any Mobile Ballot Boxes that had intended to be used for the 2018 election cycles, but which were not used. Likewise, the STATE will provide Hart any used 2018 Mobile Ballot Boxes that are in the State's possession, after the expiration of the federal retention of records deadline following the 2018 election cycle. As such, no additional cost or pricing data is required.

9. Ballot Transport Containers

The CONTRACTOR is required to provide 1,600 ballot transport containers. The CONTRACTOR has provided cost or pricing data associated with Ballot Transport Containers in Attachment S1.9.

10. Warehousing & Storage

The CONTRACTOR has provided cost or pricing data associated with Warehousing and Storage in Attachment S1.10.

11. Insurance

The amount of Insurance associated with Contract No. 59326 and Supplemental Contract No. 1 to Contract No. 59326 is not

applicable to a by mail model. As such, no additional cost or pricing data is required.

12. General Excise Tax

The Contractor has provided cost or pricing data associated with General Excise Tax based upon the new price of \$2,990,000 in Attachment S1.12.

BONDS

Paragraph 3 of Contract No. 59326, entitled Bonds, is hereby amended to include the following provision, which is underscored, at the end thereof:

The CONTRACTOR is not required to provide a performance bond for any election cycle, including the 2020 election cycle or the past election cycles from 2016 and 2018, covered by a supplemental contract. Any price changes from this modification have already been incorporated into this amendment and are reflected in the price listed in Attachment S3 Compensation.

COMPENSATION

Paragraph 4 of Contract No. 59326, entitled Compensation, as amended by Supplemental Contract No. 1, is hereby further amended to include the following provisions, which are underscored, at the end thereof:

As noted in Paragraph 1 (Scope of Services), as amended by Attachment S1 and S2 to Supplemental Contract No. 2, various clarifications and modifications have been made to the Contract for the 2020 Election Cycle. Given this, the compensation for the 2020 Election Cycle has been reduced and is now \$2,990,000.

OTHER TERMS AND CONDITIONS

Paragraph 9 of Contract No. 59326, entitled Other Terms and Conditions, is hereby amended to include the following provisions, which are underscored, at the end thereof:

As noted in Paragraph 1 (Scope of Services), as amended by Attachment S1, S2, and S3 to Supplemental Contract No. 2, various clarifications and modifications have been made to the Contract for the 2020 Election Cycle. Given various budgeting matters and the proration of costs between the STATE and counties, the STATE and the CONTRACTOR may mutually agree to different invoicing and/or payment timing for certain goods and services to be accelerated and/or that the CONTRACTOR issue invoices that distinguish between certain goods and services.

For example, the STATE and the CONTRACTOR may agree that the costs of the envelopes relating to the counties of Hawaii, Maui, and Kauai be segregated out from the overall contract price and that three separate invoices for each of these counties be sent by a specific date during the present fiscal year (i.e. July 1, 2019 to June 30, 2020). This would result in the remainder of the contract price continuing to follow the invoicing and payment schedule requirements noted in Section 6.100 and Appendix G, entitled Special Requirements, to RFP-10-001-SW.