

HAWAII INFORMATION CONSORTIUM

SERVICE LEVEL
AGREEMENT

FOR THE
OFFICE OF
INFORMATION
MANAGEMENT AND
TECHNOLOGY

INTRODUCTION

“eHawaii.gov” is the Internet portal through which the State and Counties electronically provide public information, access to public information, and access to premium services.

HAWAII INFORMATION CONSORTIUM, LLC. (“HIC”) has been contracted by the State of Hawaii (“State”) to serve as the manager of “eHawaii.gov.” This contract allows HIC to offer fast-track electronic government services to any state, county or federal government entity operating in Hawaii. HIC is on the State Procurement Office approved vendor list.

The purpose of this agreement is to serve as a memorandum of understanding with respect to the implementation of “Hawaii.gov” for the Office of Information Management and Technology (“PARTNER”).

WHAT HIC WILL DO FOR THE PARTNER

This document is subordinate to the requirements stated in: (1) Request For Proposal No. RFP-08-11-SW, Internet Portal Manager and Service Provider, including all addenda; (2) HIC’s Proposal submitted on October 31, 2007 in response to Request For Proposal No. RFP-08-11-SW; and (3) the Contract For Portal Manager Services between the State of Hawaii and HIC, dated January 14, 2007 and effective January 4, 2008, as the same is amended from time to time. The Honolulu Police Department (HPD) is a participating jurisdiction in the state contract. In the event of a conflict between the provisions in this Service Level Agreement and the foregoing documents, the provisions of the foregoing documents shall control.

HIC’s contract specifically identifies key functional areas covered:

- Web site and application development;
- Web site and application maintenance;
- Web site and application hosting;
- Marketing;
- Customer service;
- Time and Materials projects and services based on expedited price list;
- Payment processing and account management; and
- Portal development and maintenance.

The State Procurement Office Circular pertaining to this contract has been included as Appendix A.

Among the responsibilities, duties, and obligations of HIC in these documents are certain tasks, functions and services that HIC has agreed to provide to each partner seeking to implement Internet-based applications on eHawaii.gov, that is, to create Internet applications by which to provide information, access to information, process payments, and access to premium services. HIC has agreed to provide these tasks, functions and services at little or no upfront costs to each partner.

HIC will coordinate and work with the PARTNER similar to how a web-hosting, consultant or service provider would work with its customer. Just as customers would use a web hosting provider's resources to publish and disseminate their information, the PARTNER may use HIC to obtain management, programming, financial, technical, and marketing resources to help the PARTNER develop, host, and promote expanded citizen access to existing information or transactions.

A list of some of the tasks, functions and services, which may be provided, is attached as attachment "A." Since this list is not intended to be exhaustive, if a partner requires tasks, functions and services not listed on attachment "A," an inquiry should be issued to HIC.

IMPLEMENTING INTERNET APPLICATIONS ON HAWAII.GOV

To initiate the implementation of an Internet application on Hawaii.gov, the PARTNER must work with HIC to prepare a Statement of Work document for the Internet application. Since the Statement of Work is the document that describes the purpose and scope of the proposed Internet application, the PARTNER is strongly encouraged to collaborate with HIC on this document.

All Statements of Work previously executed by HIC and the PARTNER pursuant to a prior Service Level Agreement are incorporated herein by reference and shall continue in effect until terminated.

Generally, this Statement of Work document may set forth the following:

A clear and detailed statement of the PARTNER's expectations for Internet applications developed by HIC, may include but is not limited to:

- a. A purpose statement for the project/service;
- b. Fees associated with the project/service;
- c. Overview of the current business process;
- d. Scope statement;
- e. Delivery/ deployment information;
- f. Project development costs;
- g. Risk assessment;
- h. Deliverables;
- i. Schedule estimates;
- j. Maintenance and support;
- k. Technical support;
- l. Modifications and enhancements;
- m. Partner responsibilities;
- n. HIC responsibilities;

- o. Terms of agreement;
- p. Change process;
- q. Stakeholders;
- r. Chain of command; and
- s. Signoff.

COLLABORATION

Successful development of a functional Internet application will require collaboration between HIC and the PARTNER. Both HIC and the PARTNER agree to assist each other in understanding, documenting, and implementing any Statements of Work and Specification Documents or other documents that may be necessary for individual projects.

FINAL APPROVAL OF INTERNET APPLICATIONS

Final approval of any Internet application developed by HIC, including the decision to publish the application, rests with the PARTNER.

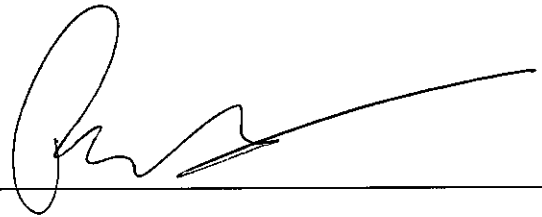
CONFLICTS

In the event of a conflict between HIC and the PARTNER, the parties shall first attempt to resolve and otherwise work out the conflicts. In the event the parties are unable to resolve the conflict, the matter shall be brought to the Access Hawaii Committee.

Understood and agreed.



Sanjeev Bhagowalia
Chief Information Officer
Office of Information Management and Technology
Date: 9-6-2012



Russell Castagnaro
General Manager
Hawaii Information Consortium, LLC
Date: 9-6-2012

APPENDIX A

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO VL CONTRACT NO. 08-13
01/04/08 TO 01/03/13

SPO VENDOR LIST NO. 08-13

INCLUDES CHANGE NO. 2

REVISED 09/20/2010

INTERNET PORTAL MANAGER AND SERVICES PROVIDER

(RFP-08-011-SW)

January 4, 2008 to January 3, 2013

PARTICIPATING JURISDICTIONS (Portal Partners) listed below may purchase from this contract:

Executive Departments/Agencies	City & County of Honolulu (C&C of Honolulu)
Department of Education (DOE)	Honolulu City Council
Hawaii Health System Corporation (HHSC)	Honolulu Board of Water Supply
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH) (shall be deleted	Hawaii Department of Water Supply
As a participating jurisdiction effective January 1, 2011,	County of Maui
As they are exempt from HRS chapter 103D, Hawaii	Maui County Council
Public Procurement Code)	County of Kauai
House of Representatives (House)	Kauai County Council
Senate	Kauai Department of Water Supply
Judiciary	

Participating jurisdictions are not mandated to purchase from the listed contractor, and waivers from the contract will not be required. The decision to use this vendor list contract or to solicit pricing from other sources will be at the discretion of the agency. Agencies who choose to purchase services from other sources shall use the applicable procurement method and its procedures pursuant to HRS chapter 103D and HAR chapter 3-122.

POINTS OF CONTACT.

Questions related to the services shall be directed to Debra Gagne, Contract Administrator, at (808) 586-1910.

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Phone	Fax	E-mail
Executive	Wendy Orita	586-0563	586-0570	wendy.m.orita@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	Carlton_Chinen@notes.k12.hi.us Connie_Chun@notes.k12.hi.us
HHSC	Alison Stransky	733-4168	733-4460	astransky@hhsc.org
OHA	Ernest Kimoto Alt: Shirley Okamoto	594-1954 594-1826	594-1865	ErnieK@OHA.org

UH (Participating Jurisdiction through 12/31/10)	Mathew Chow (Primary) Karlee Hisashima	956-2765 956-2122	956-2096 956-2093	chowmatt@hawaii.edu karlee@hawaii.edu
Jurisdiction	Name	Phone	Fax	E-mail
House	Patricia Mau Shimizu	586-6400	586-6401	adele@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Newton Sakamoto	538-5805	538-5802	newton.t.sakamoto@courts.state.hi.us
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Clayton Wong	768-5084	523-4220	cwong@honolulu.gov
Honolulu Board. of Water Supply	Kathryn Kanemori	748-5078	550-9193	kkanemori@hbws.org
County of Hawaii	Gilbert Benevides	961-8231	961-8248	gil_benevides@co.hawaii.hi.us
Hawaii Department of Water Supply	Dee Degele	961-8050	961-8657	ddegele@hawaiidws.org
County of Maui	Greg King	270-7488	270-7138	greg.king@co.maui.hi.us
Maui County Council	Martha Suzuki	270-7661	270-7686	martha_suzuki@mauicounty.us
County of Kauai	Florence Kakuda	241-4294	241-6297	fkakuda@kauai.gov
Kauai County Council	Peter Nakamura	241-6371	241-6349	pnakamura@kauai.gov
Kauai Department of Water	Fay Tateishi	245-5426	245-5813	ftateishi@kauaiwater.org

INTERNET PORTAL SERVICES is a self-supporting and cost-effective Internet Portal that provides enhanced access to public information and services. The key components of the Portal system are a "home page" that is designed from a customer or citizen point of view, applications that support on-line processing of licenses, filings, permits, applications, renewals, and database searches, and presentation of information to citizens and businesses. It has been developed and operated without the direct appropriation of any tax dollars. Many services and information are provided to the public at no charge.

Primary funding for the portal comes from transaction costs or additional portal fees for enhanced or value-added services. Under the self-supporting model, multiple revenue sources are identified and established by the Access Hawaii Committee (AHC) to fund the enterprise portal initiative.

This contract is for front-end Web applications to deliver information and services, including:

- Web site and application development;
- Web site and application maintenance;
- Web site and application hosting;
- Marketing;
- Customer service;

- Payment processing and account management; and
- Portal development and maintenance

To facilitate the integration of application development with State and County systems, the Contractor will provide the following at no additional expense:

- Unless separately negotiated between the Portal Manager and a Portal Partner, data conversion to port data from the existing back-end systems or other data sources to the Portal at the Contractor's expense; and
- Development, maintenance, and troubleshooting interfaces to transfer information bi-directionally between the Portal Partner's system and the Portal. Unless separately negotiated between the Portal Manager and a Portal Partner, any computer and/or communications hardware, software, or service required to implement these interfaces shall be at Contractor's expense, inclusive of all one-time and recurring costs.

Services include expanding portal services by developing new and enhancing existing portal services. Work includes project management, design, programming, testing, deployment, documenting, and marketing. All work on Portal services shall be done with the approval and input of the portal partners and oversight of the AHC.

The Contractor shall negotiate individual Service Level Agreements (SLA) with each agency that needs portal services. All SLAs are subject to the prior approval of the AHC and work shall not commence under any SLA without AHC prior approval.

For each project undertaken, agencies shall work with the Contractor to develop a Statement of Work (SOW) to be developed by the Contractor.

This contract does not include development or maintenance work on back-end applications, hosting back-end applications, storage of partner data, or processing of partner data and internal-only systems, such as:

- Acting as the sole or primary repository of partner-owned data;
- Processing of partner-owned data for internal-only purposes;
- Primary archive, data or image storage, or data or imaging systems containing partner-owned data to be used for internal partner-government purposes; and
- Direct, live access to a Partner's back-end existing system require approval of the Partner(s), the Access Hawaii Committee, and the Information and Communication Services Division (ICSD) of DAGS.

Agencies needing services not covered under this contract shall use the applicable procurement method and its procedures, including seeking Chief Procurement Officer (CPO) approval for an exemption, if applicable.

Portal Services

The contract allows for the development of new Portal Services to include project management, design, programming, testing, deployment, documenting and marketing. The Contractor will

provide Internet application development services and consulting to include: needs analysis research, user testing and research, database development, graphics/web site design, web site maintenance and development of web applications such as database searches, dynamic web sites and other non-transaction based services. The SOW will be developed between the Contractor and the Portal Partner, and approved by the AHC.

The contract allows for management and administrative services to include web site and application development, web site and application maintenance, web site and application hosting, marketing, customer service, payment portal and account management, and portal development and maintenance.

Expedited Portal Related Services

The Contractor may subcontract work when an agency needs a portal service under the contract immediately that cannot be completed in a time-frame that the Contractor's staff can meet due to workload being performed under this contract. The Contractor shall be paid for such expedited services on a time and materials basis at an hourly rate listed below and cannot be used for non-contract portal services. All time and materials work for expedited portal services shall be approved by the AHC.

Consulting and Development Services:	Hourly Rates:
General Manager	\$240.00
Software Architect	\$120.00
Senior Project Manager	\$120.00
Project Manager	\$80.00
Senior Business Analyst	\$100.00
Business Analyst	\$70.00
Senior Developer	\$100.00
Developer	\$80.00
Web/Creative Designer	\$60.00
Print Designer	\$75.00
Marketing Executive	\$80.00
Marketing Associate	\$50.00
Financial Management/Billing Specialist/Support Staff	\$70.00
Database Administrator	\$100.00
Security Administrator	\$100.00
Systems Administrator	\$100.00

VENDOR CODE for annotation on purchase orders is obtainable from the "Alphabetical Vendor Edit Table Report" available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct vendor code is used.

"SPO VL No. 08-13" must be typed on purchase orders or contracts issued against this vendor list contract.

VENDOR COMPLIANCE WITH ACT 52/2003. The vendor for this vendor list contract is in compliance with the provisions of Act 52/2003. Therefore, purchasing agencies are not required to obtain the compliance documents for payments under an approved SLA. Additionally, the

requirements for final payment (tax clearance and SPO-022) are not applicable to this contract.

VENDOR AND PRODUCT EVALUATION form, SPO-012, is available to agencies for addressing concerns on this vendor list contract. The form can be accessed from the SPO website: <http://hawaii.gov/spo>. Click on "*Forms for State Agencies*" under the Quick Links section of the homepage.

VENDOR LIST AVAILABLE ON THE INTERNET at the SPO website: <http://hawaii.gov/spo>. Click on "*SPO Price List/Vendor List Contracts*" at the main menu.

Aaron S. Fujioka
Administrator

VENDOR INFORMATION

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LLC

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CONTRACTOR'S PRIMARY REPRESENTATIVE(S):

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