Exhibit A

STATEMENT OF WORK DEPARTMENT OF ACCOUNTING & GENERAL SERVICE STATE PROCUREMENT OFFICE SMALL BUSINESS REGISTRATION AND DATABASE

State Agency: DAGS/SPO

Agency Contact: Bonnie Kahakui

Agency Email: bonnie.a.kahakui@hawaii.gov Agency Address: 1151 Punchbowl St, Honolulu HI

Agency Phone: 808-587-4702 HIC PM: Laura Stoddard

HIC PM Email: laura@ehawaii.gov HIC PM Phone: 808-695-4296

Application Name: Hawaii Awards and Notices Data System

Business Model: Firm-Fixed Price Estimated Deployment Date: 10/18/2018

Scope of Work and Deliverables

Delivery:

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

Milestone Schedule						
Task Duration	Description	Deliverable	Role	Hours	Rate	Total
TBD	Signed Statement of Work	Signed SOW	N/A	N/A	N/A	N/A
Kickoff Meeting	Determine Start of Project Work	Work Plan with dates for each deliverable presented				
3 weeks after kickoff meeting	Signed off Storyboard with mockups	Complete storyboarding for phase I based on SPO mock ups	PM/PL	20	\$100	\$2,000

5 working days after storyboarding Phase I	Approval to proceed	Sign off				
5 weeks after storyboarding	Small Business Registration Form	Small Business Registration Form	Developer PM/PL/QA System	280 140 1	\$100 \$100 \$100	\$28,000 \$14,000 \$100
2 weeks after SB registration form	Small Business Public Search	Small Business Public Search	Admin Developer PM/PL/QA System Admin	40 32 1	\$100 \$100 \$100	\$4,000 \$3,200 \$100
3 days after SB public search	Small Business Search (Vendor View)	Small Business Search (Vendor View)	Developer PM/PL/QA System Admin	11 6 1	\$100 \$100 \$100	\$1,100 \$600 \$100
3 days after SB search (vendor view)	Small Business Search (System Admin View)	Small Business Search (System Admin View)	Developer PM/PL/QA System Admin	7 9 1	\$100 \$100 \$100	\$700 \$900 \$100
1 week after SB search (system admin view)	Small Business Details Page	Small Business Details Page	Developer PM/PL/QA System Admin	22 16 1	\$100 \$100 \$100	\$2,200 \$1,600 \$100
1.5 weeks after SB details page	Small Business Details Page (Vendor View)	Small Business Details Page (Vendor View)	Developer PM/PL/QA System Admin	28 16 1	\$100 \$100 \$100	\$2,800 \$1,600 \$100
1 week after SB details page (vendor view)	Small Business Details Page (System Admin View)	Small Business Details Page (System Admin View)	Developer PM/PL/QA System Admin	24 16 1	\$100 \$100 \$100	\$2,400 \$1,600 \$100
1 week after SB details page (system admin view)	Vendor Emails	Vendor Emails	Developer PM/PL/QA System Admin	8 8 1	\$100 \$100 \$100	\$800 \$800 \$100
17 weeks after storyboarding is approved	Beta deployment	Phase I deployed to TEST environment	Aumin			
1 working day after website deployed in test environment	Approval to proceed	Sign-off				
7 working days after website deployed in test environment	Partner Testing	Partner Testing				
2 weeks after partner testing	Approval to proceed	Sign-off on letter of deployment to PROD environment				

1 day after acceptance letter signed	Phase I live	Phase I deployed in PROD environment				
90 days after Phase I PROD Deployment	Post Launch	Phase I Final invoice sent 90-days post launch				
3 weeks after Phase I PROD Deployment	Signed off Storyboard with mockups	Complete storyboarding for phase II based on SPO mock ups	PM/PL	20	\$100	\$2,000
5 working days after storyboarding Phase II	Approval to proceed	Sign off				
3 days after approval to	Small Business Landing Page	Small Business Landing Page	Developer	8	\$100	\$800
proceed	Landing Fago		PM/PL/QA	8	\$100	\$800
			System Admin	1	\$100	\$100
1.5 weeks after SB landing	Additions to the Small Business Search	Additions to the Small Business Search	Developer	40	\$100	\$4,000
page	Buomeso Gearon	Business Coulon	PM/PL/QA	12	\$100	\$1,200
			System Admin	1	\$100	\$100
1 week after additions to SB	Small Business Vendor Dashboard	Small Business Vendor Dashboard	Developer	32	\$100	\$3,200
Search	Daoriboard	Bushistara	PM/PL/QA	16	\$100	\$1,600
			System Admin	1	\$100	\$100
1 week after SB Vendor	Small Business System Admin Dashboard	Small Business System Admin Dashboard	Developer	24	\$100	\$2,400
Dashboard	Admin Dashboard	Dashiboara	PM/PL/QA	16	\$100	\$1,600
			System Admin	1	\$100	\$100
3 days after SB system admin	Vendor Emails	Adding more Vendor Emails	Developer	16	\$100	\$1,600
dashboard			PM/PL/QA	8	\$100	\$800
			System Admin	1	\$100	\$100
7 weeks after approval	Beta deployment	Phase II deployed to TEST environment				

1 working day	Approval to Proceed	Sign-off				
after website deployed in test environment						
7	Double on Tooking	Dowler on Tooting				
7 working days after website deployed in test environment	Partner Testing	Partner Testing				
2 weeks after partner testing	Approval to Proceed	Sign-off on letter of deployment of Phase II to PROD environment				
1 day after signed acceptance letter	Phase II live	Phase II deployed in PROD environment				
90 days after PROD Deployment	Post Launch	Final invoice sent 90-days post launch				
3 weeks after Phase II PROD Deployment	Signed off Storyboard with mockups	Complete storyboarding for phase III based on SPO mock ups	PM/PL	20	\$100	\$2,000
5 working days after storyboarding Phase III	Approval to proceed	Sign off				
2 weeks after approval to	Small Business Administrator Role	Add a Small Business Administrator User Role	Developer	52	\$100	\$5,200
proceed	Administrator Role	Auministrator Oser Noie	PM/PL/QA	32	\$100	\$3,200
			System Admin	1	\$100	\$100
1 week after SB admin role	Announcements	Add ability to make announcements to all	Developer	32	\$100	\$3,200
		registered small businesses	PM/PL/QA	12	\$100	\$1,200
			System Admin	1	\$100	\$100
6 weeks after announcements	Reports/Metrics	Add small business reports and metrics	Developer	156	\$100	\$15,600
amouncements		and motion	PM/PL/QA	76	\$100	\$7,600
			System Admin	1	\$100	\$100

9 weeks after reports/metrics	Beta deployment	Phase III deployed to TEST environment				
1 working day after website deployed in test environment	Approval to Proceed	Sign-off				
7 working days after website deployed in test environment	Partner Testing	Partner Testing				
2 weeks after partner testing	Approval to Proceed	Sign-off on letter of deployment of Phase III to PROD environment				
1 day after signed acceptance letter	Phase III live	Phase III deployed in PROD environment				
90 days after PROD Deployment	Post Launch	Final invoice sent 90-days post launch				
			Subtotal	1279	\$100	\$127,900.00
			GET			\$6,026.65
			Total			\$133,926.65

SCOPE STATEMENT:

The SPO wants to add functionality to HANDS specifically focused at capturing data from local Small Businesses and historically disadvantaged businesses (hereto referenced as designated subsets). Creation of a registration form and a database are two of the primary functions. A list of scope items is listed below.

Phase I

Small Business Registration Form

Form Requirements

• An eHawaii.gov Account login is required to fill out registration form

- Prefill appropriate business information (i.e., address, telephone, etc.) based on other eHawaii.gov applications (HCE, HBE, HIePRO)
- To fill out the registration form the user must be a 1) HIEPRO vendor, or 2) have no assigned role (not "No Role") in HANDS
- Only one submission shall be allowed per FEIN/SSN
 - Enter FEIN/SSN and perform a Look Up
 - Users will have the ability to add additional owners to identify with sub-set designations
- Include a status bar through completion of application
- Include registration wizard for application form fields
 - Have "Save As Draft" functionality
 - After clicking "Next" button, it should perform a validation of data on that page
 - Questions answered will populate database upon submission
- Registration shall be based on mock ups provided by SPO, including but not limited to the following registration pages:
 - Vendor Login/Create <u>eHawaii.gov</u> Account
 - Quick Disclaimer/ Terms & Conditions
 - Questionnaire
 - Business Information
 - Ownership Information
 - Affiliates Information
 - Commodity Codes
 - Business Description
 - Revenue, Taxes, and Employees
 - Registration Summary

Vendor Login/Create eHawaii.gov Account

Prompt the user to login or create an ehawaii.gov account

Quick Disclaimer/ Terms & Conditions

• The user must agree to the terms and conditions in order to proceed

Eligibility Questionnaire

- The answers to the questions will determine if the user qualifies as a small business
- If the user does not qualify then they will not be able to move forward with the rest
 of the form
- There will be questions in this questionnaire that are repeated later in the registration form and these fields should auto-populate in the appropriate fields on the form

Business Information, including but not limited to:

- FEIN/SSN
- Doing Business As (DBA), with ability to add multiple DBA's
- Business type (Sole Proprietor, LLC, LLP, Inc., etc.)
 - Please mirror the HIC DCCA Business Registration site options
- Business registration date
- Business address
- Contact person

- Phone number, email and website
- Service areas (by island or zip code)
- Business category, as defined by NAICS Industry Titles (Construction, Manufacturing, Retails, etc.)
 - As found here: https://www.sba.gov/document/support--table-size-standards;

Ownership Information, including but not limited to:

- Add disclaimer that 51% of ownership by a designation is needed to identify as a small business sub-set
- 51% Ownership Owners full name
- Owners contact information
- Ownership %
- Confirm (Yes/No) if socioeconomically disadvantaged, owners assets less than \$6 million and owners net worth less than \$350,000
- Confirm (Yes/No) owners sub-set designation(s) based on eligibility questionnaire

Affiliates Information, including but not limited to:

- Definition of affiliated businesses
- Acknowledgement that business has affiliations
- Affiliated business information (address, phone number, email, website)
- Ownership % of affiliated business
- Title at affiliated business.
- Affiliation date (start and end)
- Number of affiliated company employees
- Ability to add additional businesses

Commodity codes and business description, including but not limited to:

- Ability to add NAICS Primary Code
 - If the vendor selects a code, all descriptions with the same number will auto-populate
- Ability to add NAICS secondary codes
 - Secondary codes will be added the same way codes are added in on solicitation notices in HANDS
- Ability to add short form business description (200 words or less)
- A repository of keywords will be made for small businesses to add to their profile during registration
 - All keywords will be in lowercase
 - Include a definition of keywords
 - Only two words are allowed to be submitted for each entry
 - No duplicate words will be stored in the repository

Revenue, Taxes and Employees, including but not limited to:

- Provide links of where to find applicable receipts and employment information including references to 13 CFR 121.104 and 106
- For the business concerned: Ability to enter in gross revenues for the last 3 years (three separate fields)
- Auto calculations of the sum and average annual receipts by business and total
 - If company does not meet requirements (Income and/or Employees) an automated error message will appear (Based on primary NAICS code)

Ability to add number of employees

Registration Summary, including but not limited to:

- Ability to confirm information entered in condensed clearly understandably summary page (See mockup)
- · Ability to go directly to a section of the registration if an error is found
- Display confirmation window upon submission that acknowledges any violation of the terms and conditions will result in the immediate removal from the database and may lead to further repercussions

Small Business Public Search

When the user clicks 'Small Business' in the main navigation they will be taken directly to the small business search:

- Show first 10 by default
- Public should be able to conduct general searches with only access to top view information
- Registration data will be stored in HANDS
- Database column titles will be provided by SPO
- Each database entry will have a details page
- Expired registration will remain in the database, filtered as 'Expired' with an optional checkbox to display. Expiry should occur three years from the date of registration. Note: this will be 3 years from the date not the exact time it was submitted. For example, if it was submitted at 9am, it will expire three years from that date at 12am.
- SPO will determine what each user will have access to when logged in (Buyer, Requester, Poster, SPO Clerical, Dept Admin). All agency roles in HANDS (buyer, poster, requester, etc) are assigned manually by either the Department Admin or System Admin. The vendor will self-register as a small business using the small business registration form.
- •
- Public cannot see cancelled registrations
- Ability to export data (including search filters) into excel format

Small Business Search (Vendor View)

If the vendor is logged in and clicks 'Small Business' in the main navigation they will go directly to the small business search.

- If the vendor has NOT started a registration the registration button will say 'New Registration'
- If the vendor HAS started a registration the registration button will say 'View/Edit Registration'
 - If the registration is a draft, they will be taken to the draft version of the registration
 - If the registration has already been submitted, they will be taken to the details page of their registration

Small Business Search (System Admin View)

- System Admin will be able to filter by Deactivated, Cancelled, and Expired
- System Admin and other agency users (Buyers, Requesters, Posters, SPO Clerical, etc) will not see the 'Start Registration' button when they are logged in
- System Admin and other agency users (Buyers, Requesters, Posters, SPO Clerical, etc) should not be allowed to submit a registration

Small Business Details Page

- The details page will display the fields that were filled out during registration
 - SPO will determine what registration fields will be displayed for each user
- Add a history tab
 - SPO will determine what users will be able to view the history tab
- Add the ability to print the registration

Small Business Details Page (Vendor View)

- The vendor will be able to see more fields on their registration's detail page than the public can
- Vendor can view the history on their registration
- If a vendor views a registration that is NOT theirs they will have the same view as the public
- Vendor can edit their own registration including FEIN/SSN
 - Vendor cannot edit a registration if it is deactivated
- Vendor can deactivate their own registration
 - The vendor must give a reason for deactivation
 - The reason will display in the history
 - If a vendor deactivates themselves then they CAN reactivate themselves
 - If a system admin deactivates a registration, then the vendor cannot reactivate themselves

Small Business Details Page (System Admin View)

- System Admin will be able to see more fields while logged in than the public can see
- System Admin can deactivate/reactivate any registration
 - They must give a reason to deactivate/reactivate and the reason must be added to the history
 - If a system admin deactivates a registration ONLY the system admin can reactivate the registration
 - If a vendor tries to start a new registration and it matches a FEIN/SSN on a deactivated registration they will not be able to proceed
- System admin cannot edit a registration
- Add the ability to cancel a registration
 - A cancellation reason is required
 - A cancelled registration will say 'This registration has been cancelled' at the top of the registration (similar to cancelled solicitation and award notices)
 - If a vendor tries to start a new registration and it matches a FEIN/SSN on a cancelled registration they WILL be able to proceed

Vendor Emails

Send the vendor an email notification when:

- Registration is complete
- Registration is deactivated
- Registration is reactivated

Phase II

Small Business Landing Page

- Create small business landing page in the main navigation
- Create a landing page with tiles (See Mockup), including but not limited to:
 - FAQs
 - Start a Registration
 - Small Business Search
- · Different tiles will display based on the user

Small Business Search

- Add a pie chart to the right of the search
 - Example: display the percentage of registrations that are women owned, veteran owned, etc.
- Add more search criteria, including but not limited to:
 - Designation (women owned, veteran owned, etc)
 - Location
 - NAICS codes

Small Business Vendor Dashboard

If the vendor is logged in and clicks 'Small Business' in the main navigation they will see a dashboard of tiles. SPO will determine what the tiles will be. Example tiles: Small Business Overview, View/Edit Registration, Small Business Search.

Small Business System Admin Dashboard

If the System Admin is logged in and clicks 'Small Business' in the main navigation they will see a dashboard of tiles. SPO will determine what the tiles will be. Example tiles: Terms and Conditions, Small Business Search, Reports etc.

 Add the ability for the System Admin to edit plain text terms and conditions shown in registration.

Vendor Emails

Send the vendor an email notification when:

Registration is about to expire (90 days, 30 days, within 48 hours)

Registration expired

Phase III

Small Business Administrator Role

Create a new user role for HANDS that allows for access to submitted registrations and detailed reports

- This will be a HANDS only user (similar to SPO Clerical and Poster)
- Only a System Admin can assign SB Admin role to a user
- Ability to access HCE (if given approval by the System Admin)
- Ability to edit plain text terms and conditions shown in registration
- Ability to deactivate applicants (Justification field for removal required)
- SB Admin will be able to filter the search by Deactivated, Cancelled, Expired
- SB Admin and other agency users (buyers, requesters, posters, spo clerical, etc) will not see the 'start registration' button on the search when they are logged in
- SB Admin and other agency users (buyers, requesters, posters, spo clerical, etc) should not be allowed to submit a registration
- SB Admin will be able to see more fields on the registration than the public can see
- SB Admin can deactivate/reactivate any registration
 - They must give a reason to deactivate/reactivate and the reason must be added to the history
 - If a SB admin deactivates a registration ONLY the SB admin or system admin can reactivate the registration
- SB admin cannot edit a registration
- SB admin can cancel a registration (Justification field for cancellation required)
- If the SB Admin is logged in and clicks 'Small Business' in the main navigation they will see a dashboard of tiles. SPO will determine what the tiles will be. Example tiles: Terms and Conditions, Small Business Search, Reports etc.

Announcements

- Ability to make announcements to all registered small businesses
 - SB Admin SB Admin can only send announcements to registered SB vendors
 - System Admin Add 'SB Vendors' to the 'Users' list in the announcement module

Reports/Metrics

Create a metrics tile on the small business dashboard for System Admin and SB Admin. The tile shall not be visible to other users. Access to metrics for other users shall be made available at SPO's discretion, at a later date. Metrics shall be presented in a dashboard format with graphs and numerical data. (Mockup provided by SPO) The dashboard shall include, but not be limited to the following by fiscal year:

- Total number of small business solicitations (HANDS and HIePRO)
- Total number of awards made to small businesses (HANDS and HIePRO)

- Total dollar amount currently awarded to small business vendors (HANDS and HIePRO)
- Percentage of small business awards in relation to total awards, by dollar amount (HANDS and HIePRO)
- Percentage of small business spend going to designated subsets (Ex. Womenowned, Veteran-owned, Native Hawaiian)

HANDS Small Business metric reports shall be made available to the System Admin and SB administrator through a designated tile on their dashboard with the following data queried by date range: (SPO to provide name of report and column headings).

- Report by vendor, filterable by current and cumulative contracts displaying by setaside and total; the number of awards, award amounts, solicitations that matched NAICS code and bids submitted.
- Report by subset designation, displaying by small business sub-set and small business total; the vendors, number of awards and award amounts.
- Report by department, displaying by small business sub-set and small business total; the number of solicitations, number of awards, award amounts, vendor awarded
- Report totals, displaying by small business sub-set and small business total; the number of solicitations, the number of awards, award amounts. This report should have a column indicating subsets for awarded vendors.
- Report by procurement method, displaying by small business sub-set and small business total; the number of solicitations, number of awards, award amounts, vendor awarded. This report should have a column indicating subsets for awarded vendors.
- Report by NAICS code, should display the vendors and the NAICS codes that are associated with them

Administrator will have ability to query reports by date range and registration type for:

- Data from answers to small business registration fields
- Submissions by date range
- Small business awards by subset and/or department/agency

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

FEES

Applicability of Transaction Fees: \$0.00. N/A

Development Fees: The total firm fixed cost for this project is \$133,926.65

Maintenance and Support Fees: \$0.00. N/A

Invoice and Payment Schedule

The total firm fixed cost for this project is \$133,926.65 and will be assessed from the 2016 and 2017 HANDS credit, defined in the HANDS Credit Memo of Understanding (MOU). An actual invoice will NOT be issued. SPO is keeping a running total of credits/usage (from HIePRO transaction fees). As each deliverable is met, the credits will be deducted.

Phase I

	Invoice Schedule			
Date	Deliverable	Price	GE Tax	Total
09/15/2018	Payment upon deployment of functional test system and STATE acceptance	\$13,820.00	\$651.20	\$14,471.20 (20%)
10/19/2018	Payment upon completion of testing and STATE acceptance	\$13,820.00	\$651.20	\$14,471.20 (20%)
10/22/2018	Payment after acceptance letter signed by STATE and submittal of application for launch to production environment	\$13,820.00	\$651.20	\$14,471.20 (20%)
01/20/2018	Payment at end of 90-day warranty period	\$27,640.00	\$1,302.40	\$28,942.40 (40%)
	TOTAL	\$69,100.00	\$3,256.00	\$72,356.00

Phase II

	Invoice Schedule			
Date	Deliverable	Price	GE Tax	Total
11/29/2018	Payment upon deployment of functional test system and STATE acceptance	\$4,100.00	\$193.19	\$4,293.19 (20%)

03/27/2019	Payment at end of 90-day warranty period	\$8,200.00	\$386.38	\$8,586.38 (40%)
12/27/2018	Payment after acceptance letter signed by STATE and submittal of application for launch to production environment	\$4,100.00	\$193.19	\$4,293.19 (20%)
12/20/2018	Payment upon completion of testing and STATE acceptance	\$4,100.00	\$193.19	\$4,293.19 (20%)

Phase III

	Invoice Schedule			
Date	Deliverable	Price	GE Tax	Total
03/28/2019	Payment upon deployment of functional test system and STATE acceptance	\$7,660.00	\$360.94	\$8,020.94 (20%)
04/18/2019	Payment upon completion of testing and STATE acceptance	\$7,660.00	\$360.94	\$8,020.94 (20%)
04/25/2019	Payment after acceptance letter signed by STATE and submittal of application for launch to production environment	\$7,660.00	\$360.94	\$8,020.94 (20%)
07/24/2019	Payment at end of 90-day warranty period	\$15,320.00	\$721.88	\$16,041.88 (40%)
	TOTAL	\$38,300.00	\$1,804.70	\$40,104.70

Phase	Price	GE Tax	Total
Phase I	\$69,100.00	\$3,256.00	\$72,356.00
Phase II	\$20,500.00	\$965.95	\$21,465.95
Phase II	\$38,300.00	\$1,804.70	\$40,104.70
Project Total	\$127,900.00	\$6,026.65	\$133,926.65

Additional Responsibilities of State:
The State will provide mock-ups and field titles as mentioned in the Scope Statement.

Additional Responsibilities of HIC:

List set of responsibilities for HIC that are specific to this project.

• HIC will provide an itemized list of work effort at various stages of the project

Idea De ☐ A	list of Services HIC Will Provide velopment nalysis of existing processes, workflows and systems oadmap creation
	orkflow process re-engineering Iternative solution exploration
⊠ C ⊠ N	ner Service Customer service via phone, web chat, and email during state business hours Ionthly customer service statistics echnical support for users
☐ B ☐ E ☐ P	ic Marketing usiness cards and postcards mail and text notifications and reminders osters and multimedia presentations content modifications for online and offline collateral ocial media integration
⊠ A ⊠ R □ W ⊠ S	Management gile process and experienced project teams equirements collection and development /orkflow reengineering olution estimating Iternative approach planning and development
⊠ A ⊠ C	esign and Development ccessibility and 508 compliance customer service support during state business hours ava application development

	Iroid and iOS)
□ Responsive web design	,
□ User feedback data pipe	lines
☐ User centered design	
	storface, and visual design
<u> </u>	nterface, and visual design
☐ Web Content Managem	ent Systems
Servers & Security	
	vith 99.99% uptime
	•
Regular server monitoring	•
24/7 security and video	
	
	y pipe lire systems
3rd Party Merchant Proces	sing
☐ Level-3 PCI DSS compli	ance
☐ Secure configuration wit	h external PCI scans
Credit card and electron	
☐ ACH and manual disbur	
☐ Chargeback and refund	
_ •	• •
	customer support for all payments
Reporting modules	

STATEMENT OF WORK

DEPARTMENT OF ACCOUNTING & GENERAL SERVICES STATE PROCUREMENT OFFICE

SMALL BUSINESS REGISTRATION AND DATABASE

Version 1.00

DAGS.FY2019.001

STATE OF HAWAII

OVERVIEW

This Statement of Work ("SOW") document identifies the responsibilities between the Department of Accounting & General Services State Procurement Office ("STATE"), and the Hawaii Information Consortium, LLC ("HIC"), the Internet Portal provider for the State of Hawaii. This document is subordinate to the requirements stated in RFP-08-11-SW, Internet Portal Manager and Service Provider, HIC's Proposal and the contract between the State of Hawaii and HIC dated December 3, 2007 (collectively referred to as the "CONTRACT").

The SOW is subordinate to the Service Level CONTRACT ("SLA") between the STATE and HIC signed and dated on May 14, 2009. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

TERM AND TERMINATION

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

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

CURRENT PROCESS

There is no current process. This will be the agencies first attempt into creating a registration and database for small business vendors across the state.

PURPOSE STATEMENT

The purpose of this document is to define the requirements and specifications through the Statement of Work (SOW) and the Invoice and Payment sections now found in Exhibit A of the SOW.

DEFINITIONS

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

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

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

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

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

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

Self-funded (Business Model): HIC absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. HIC generates revenue through portal fees that are added on to the online services we build. These fees can be passed to the fee payer or absorbed in part or whole by the STATE.

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

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

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

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

SCOPE OF WORK AND DELIVERABLES

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

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

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

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

ACCEPTANCE (Deliverables)

The STATE shall not exceed fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the STATE notifies HIC of material, non-compliance with the functional specifications, HIC shall correct the error within a period not to exceed fifteen (15) working days or a time period mutually agreed upon between HIC and STATE.

FINAL ACCEPTANCE

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

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

MAINTENANCE AND SUPPORT

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

Schedule of Maintenance

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

- Customer Service Support including phone, email, and chat support Monday through Friday 7:45 AM to 4:30 PM, excluding state holidays.
- Database and file storage
- Daily database backups at 10:00 PM; partners will be notified if the time changes
- Daily file backups at 12:00 AM; partners will be notified if the time changes
- Maintenance of the web application and hosted environment
 - o annual application scan within a year of the anniversary of service launch date
 - o server, system, and security updates upon release of new patches/updates by third-party vendors
 - o monitoring of the application and hosted environment 24/7

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

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

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

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

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

HIC server systems are constantly monitored for seamless operation 24x7x365 days a year using NAGIOS network monitoring software. The software checks the status of HTTP, SSL, and SFTP/FTP services every three minutes. If there is an issue, the software automatically sends an e-mail to the Systems Administrator's and Director of Development's (DOD) cellular telephone. The Systems Administrator and/or Director of Development will then respond as appropriate to the problem, and the Partner Liaison will contact the STATE immediately. There are numerous additional monitoring scripts that are also programmed to e-mail the HIC DOD if the file transfer operations are not handled in the proper fashion.

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

FEES

HIC RATES

RATE CHART - RFP 08-011

Job Specialty	Hourly Rate
General Manager	\$240.00
Software Architect	\$120.00
Senior Project Manager	\$120.00
Project Manager	\$80.00
Senior Business Analyst	\$100.00
Business Analyst	\$70.00
Senior Developer	\$100.00
Developer	\$80.00
Web/Creative Designer	\$60.00
Print Designer	\$75.00

Marketing Executive	\$80.00
Marketing Associate	\$50.00
Financial Management/Billing Specialist/Support Staff	\$70.00
Database Administrator	\$100.00
Security Administrator	\$100.00
Systems Administrator	\$100.00

DEVELOPMENT FEES

This project will be developed as a firm-fixed fee as stated in Exhibit A.

MAINTENANCE AND SUPPORT FEES

This project shall not incur maintenance & support and hosting fees for the duration of the service.

TRANSACTION FEES

There is no associated Transaction Fee for this project.

INVOICE AND PAYMENT SCHEDULE

Invoice process - The SPO/HIC credit shall be used for this project. See Exhibit A for details.

Payment Schedule - See Exhibit A for details.

RESPONSIBILITIES OF THE STATE

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

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

- STATE will provide timely authorization for the project and for each approval required during the project.
- STATE will provide written functional requirements for all system components.
- STATE agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- STATE will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- STATE will provide content information to be presented on the website.
- While building the website, it is the STATE's responsibility to ensure all pre-existing PDF documents meet the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. This includes adding tags to each document to ensure they are easily read by screen readers.
- After 90-days post launch, STATE is responsible for maintaining ADA compliance.
- STATE will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

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

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

herein by reference. Accessibility of content added by the STATE post-production launch is at the responsibility of the STATE.

- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

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

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

MODIFICATIONS AND AMENDMENTS

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

STAKEHOLDERS

STATE PROCUREMENT OFFICE

1151 Punchbowl Street

Room 416

Honolulu, HI 96813

Hawaii Information Consortium, LLC.

201 Merchant Street

Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

STATE Sarah Allen, Administrator

Bonnie Kahakui, eProcurement Supervisor

HIC Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Megan Nichols, Partner Liaison

SIGN OFF

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

Date: Aug 13, 2018 Date: Aug 9, 2018

Belle

Sarah Allen Administrator State Procurement Office Department of Accounting & General Services State of Hawaii

REVIEWED AND APPROVED:

Date: Aug 15, 2018

ACCESS HAWAII COMMITTEE

By: Todd Nacapuy

Chief Information Officer

Office of Enterprise Technology Services

State of Hawaii

Bertrand Ramos

Bertrand Ramos General Manager

Hawaii Information Consortium, LLC