

SEVENTH AMENDMENT TO THE
ADDENDUM

STATEMENT OF WORK

DEPARTMENT OF BUSINESS, ECONOMIC
DEVELOPMENT & TOURISM
HAWAII STATE ENERGY OFFICE

RENEWABLE ENERGY PERMITTING WIZARD
HOSTING AND SUPPORT SERVICE

Version 1.00

Document Number – DBEDT.FY2019.008.A7

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) Amendment 7 document identifies the responsibilities between DBEDT (“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 February 26, 2015. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

This is an amendment to the following SOWs:

- 1) ADDENDUM STATEMENT OF WORK document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on May 13, 2013 and signed between DBEDT and HIC.
- 2) AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on August 29, 2013 and signed between DBEDT and HIC.
- 3) SECOND AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on October 29, 2013 and signed between DBEDT and HIC.
- 4) THIRD AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on January 29, 2014 and signed between DBEDT and HIC.
- 5) FOURTH AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on May 29, 2014 and signed between DBEDT and HIC.
- 6) FIFTH AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on November 19, 2014 and signed between DBEDT and HIC.
- 7) SIXTH AMENDMENT TO THE ADDENDUM document entitled RENEWABLE ENERGY PERMITTING WIZARD WEBSITE DEVELOPMENT SERVICES dated on April 23, 2015 and signed between DBEDT and HIC.

The purpose of this document is to replace the Maintenance and Support section from the Addendum Statement of Work entirely with new text including the annual fee for maintenance, support, and hosting of the service.

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.

MAINTENANCE AND SUPPORT

Text in Original SOW (Addendum Statement of Work) to be Replaced

After the application is delivered, as defined above, HIC will provide support for the proper installation and ongoing general maintenance and operation of the current release of the site and the CMS under a separate SOW for Website Hosting. HIC shall use reasonable effort to provide troubleshooting to correct any errors and issues in the CMS reported by DBEDT.

HIC will notify Energy of operations problems, which impact services for more than 30 minutes during business hours or 4 hours during non-business hours, via email or phone. Phone will be used if there are network issues.

Upon receipt of notice of an error, exception or enhancement request, 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 should be addressed within 6 business hours. (See 24 x 7 Tech Support section). If an issue cannot be resolved within the 6 business hours, a resolution plan must be presented by the DOD, Project Manager or General Manager to the Energy.
- Priority B – An error that results in the service operating or performing other than as represented in the Design or in a manner that complicates its use or navigability, but which does not have a material adverse impact on the performance of the site. These issues should be addressed within 2 business days.
- Priority C – A simple text or graphic (non-design) change. These issues should result in an estimate within 2 business days.
- Priority D – A site design change. The HIC project manager will schedule a meeting to discuss goals, audience and other issues related to the design change.

HIC shall make reasonable efforts to correct errors or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error.

HIC will work with Energy staff in the event of an issue resulting from a change submitted by the Energy. In the vast majority of the cases, HIC staff will be able to rollback the changes to resolve the issue. In the event that there is significant work required to resolve the issue, HIC may charge the Energy for the time spent resolving the issue. Issues that are a result of HIC changes will be addressed immediately and no charges associated with the time spent to resolve the issue will result.

New Text in SOW Amendment 7

The maintenance, support, and hosting fee associated with this project is \$2,513.09 (including GET) per year for the live Production website and the associated Admin and Test websites. The STATE will be invoiced annually. Payment from the STATE is due within 30 days from receipt of the invoice.

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; STATE will be notified if the time changes
- Daily file backups at 12:00 AM; STATE will be notified if the time changes
- Maintenance of the web application and hosted environment
 - annual application scan within a year of the anniversary of service launch date
 - server, system, and security updates upon release of new patches/updates by third-party vendors
 - monitoring of the application and hosted environment 24/7 (includes the live Production website and the associated Admin and Test websites.)

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

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.

STAKEHOLDERS

Department of Business, Economic Development & Tourism

250 S. Hotel Street, 5th Floor
Honolulu, HI 96813

Hawaii Information Consortium, LLC.

201 Merchant Street Suite 1805
Honolulu, HI 96813

CHAIN OF COMMAND

STATE

Carilyn O. Shon, Energy Program Administrator

Kathy Yim, Energy Program Specialist

Cameron Black, Energy Analyst

HIC

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Carrie Miyasato, 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: May 15, 2019

Carl Nagata

Mike McCartney
Director
Department of Business, Economic Development
& Tourism

Date: May 14, 2019

Bertrand Ramos

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC

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REVIEWED AND APPROVED:

Date: May 17, 2019

ACCESS HAWAII COMMITTEE

Douglas Murdock

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

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