

STATEMENT OF WORK

DEPARTMENT OF BUSINESS, ECONOMIC
DEVELOPMENT & TOURISM

SMALL BUSINESS REGULATORY REVIEW BOARD

WEBSITE SERVICES

Version 1.00

DBEDT.FY2019.004

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the Department of Business, Economic Development & Tourism, Small Business Regulatory Review Board (“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.

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

Small Business Regulatory Review Board (SBRRB) currently has a website located at: dbedt.hawaii.gov/sbrrb. The website is built in WordPress and is hosted by ETS. The SBRRB board administrator, Dori Palcovich, manages and maintains the current website.

PURPOSE STATEMENT

HIC will work closely with SBRRB to collect, develop and design the new website through facilitated meetings. Goals include:

- Modern design
 - More visuals and photos
 - Responsive web design
 - Social media integration
- Capture email signups for their newsletter
 - Collect additional information including which government departments a user is most interested in so the SBRRB can target email distribution lists by subject area, e.g., those just wanting notification of DLNR rule changes, etc.

- Integrate site with their existing Mailchimp platform
- Improved, easier to understand language
 - Rewrite text throughout the site for easier readability
 - Updates to the 'regulation review card' – update form fields and make purpose of form easier for users to understand.
 - Create new content around the following topics
 - How rules are made
 - What you can do as a small business
 - How to submit testimony
- Provide more news on the overall activities of the board
- Highlight success stories
- Recruit new members for the board

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 site will be hosted by ETS for \$0. No support will be provided by HIC outside of the 90-day post launch period.

F E E S

All fees shall be reviewed periodically by the STATE and the Access Hawaii Committee (AHC), and adjusted after review and on mutual agreement of HIC, the STATE, and the AHC. The AHC will review and approve any and all Portal charges for fairness, reasonableness, and appropriateness in furthering the goals of this CONTRACT.

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

Per DBEDT’s request, this project will be broken in to two separate phases. Funding for the second phase will be contingent upon DBEDT funds being available to proceed. DBEDT may elect to end the project after PHASE 1 and not proceed with PHASE 2.

The total project development cost for PHASE 1 will be: \$4,994.76 (\$4,770+ \$224.76 Hawaii GET).

The total project development cost for PHASE 2 will be: \$12,052.35 (\$11,510 + \$542.35 Hawaii GET).

HOSTING FEES

The site will be hosted by ETS for \$0. No support will be provided by HIC outside of the 90-day post launch period.

TRANSACTION FEES

Transaction Fees do not apply to this project as it is a CMS site.

OPTION 1: There are no associated transaction fees

There is no associated Transaction Fee for this project.

OPTION 2: There are transaction fees.

For all transactions completed, there will be a Transaction Fee due and payable to HIC. See Exhibit A for details on fees.

Any costs incurred by HIC associated with unsuccessful contest of a charge-back, cancellation, or insufficient funds will be invoiced to PARTNER as explained below.

Credit Card Chargebacks

HIC will make an initial effort to collect on all returned payments, credit card chargebacks, etc. HIC's customer service staff will endeavor to satisfy merchant bank requests. In the event that HIC is unable to successfully contest a credit card chargeback, HIC will invoice STATE OR COUNTY the original transaction amount plus a \$25.00 chargeback fee.

ACH Returns (consolidated ACH via HIC only):

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. HIC will attempt to make initial collections on returned payments. If HIC is unable to collect the funds within 7 business days, HIC will invoice STATE OR COUNTY the original transaction amount to PARTNER plus a \$25.00 return fee.

Any and all fees and payment policies may be altered by mutual agreement in writing between STATE OR COUNTY and HIC via an SOW Amendment.

INVOICE AND PAYMENT SCHEDULE

Invoice process - HIC shall send invoice to STATE upon acceptance of HIC deliverables; STATE has 30-days to pay.

See Exhibit A for details of Invoice and Payment Schedule.

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:

- 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 a consistent look and feel for related applications under development
- Provide resources to design, create, test, and implement the service
- 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.

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

Department of Business, Economic Development & Tourism

No. 1 Capitol District Building
250 S. Hotel Street
Honolulu, HI 96813

Hawaii Information Consortium, LLC.

201 Merchant Street
Suite 1805
Honolulu, HI 96813

CHAIN OF COMMAND

STATE

Mary Alice Evans, DBEDT Deputy Director
Anthony Borge, SBRRB Chair
Dori Palcovich, SBRRB Administrator

HIC

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Rosie Warfield, Manager of eGovernment Services & Customer Services

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: Oct 23, 2018

Date: Oct 23, 2018

Mary Alice Evans

Bertrand Ramos

Mary Alice Evans
Deputy Director
DBEDT

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: Oct 31, 2018

ACCESS HAWAII COMMITTEE

Todd Nacapuy

By: Todd Nacapuy
Chief Information Officer
Office of Enterprise Technology Services
State of Hawaii

Exhibit A

SOW DBEDT SBRRB Website Services

State/County Agency:	Department of Business, Economic Development & Tourism Small Business Regulatory Review Board
Agency Contact:	Dori Palcovich
Agency Email:	dori.palcovich@hawaii.gov
Agency Address:	No. 1 Capitol District Building 250 S. Hotel Street Honolulu, Hawaii 96813
Agency Phone:	808-586-2594
HIC PM:	Rosie Warfield
HIC PM Email:	rosie@ehawaii.gov
HIC PM Phone:	808 - 695 - 4629
Application Name:	Small Business Regulatory Review Board website
Business Model:	Fixed rate
Estimated Deployment Date:	Phase 1: January 30, 2019 Phase 2: July 8, 2019

Scope of Work and Deliverables

Scope:

SBRRB has existed since 1998, they do valuable work that significantly affects small business in Hawaii – but awareness of what they can do remains largely unknown amongst both the government agencies and the small businesses they aim to serve. They are in need of a new approach and a website that will more effectively meet their needs.

HIC will work closely with SBRRB to collect, develop and design the new website through facilitated meetings. Goals include:

- Modern design
 - More visuals and photos
 - Responsive web design
 - Social media integration
- Capture email signups for their newsletter
 - Collect additional information including which government departments a user is most interested in so the SBRRB can target email distribution lists by subject area, e.g., those just wanting notification of DLNR rule changes, etc.
 - Integrate site with their existing Mailchimp platform
- Improved, easier to understand language
 - Rewrite text throughout the site for easier readability
 - Updates to the 'regulation review card' – update form fields and make purpose of form easier for users to understand.
 - Create new content around the following topics
 - How rules are made
 - What you can do as a small business
 - How to submit testimony

- Provide more news on the overall activities of the board
- Highlight success stories
- Recruit new members for the board

Delivery:

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.

Phase 1 Milestone Schedule:

Milestone Schedule: Phase 1								
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	Total	GE Tax	Total
TBD	Signed Statement of Work	Signed SOW	N/A	N/A	N/A	N/A	N/A	N/A
Kickoff meeting	Determine Start of Project Work	Work plan with dates for each deliverable presented						
8 weeks after kickoff meeting	Design workshops	1-2 facilitated workshops, site architecture and sitemap created in excel.	Designer	7.75	\$80	\$620.00	\$29.21	\$649.21
			Sr PM	9.25	\$120	\$1,110	\$52.30	\$1,162.30
4 weeks after wireframes are approved	Design prototype	Design prototypes (Mockups include: home, meeting minutes, news, annual reports, calendar, and 3 add'l TBD.)	Designer	26	\$80	\$2,080	\$98.01	\$2,178.01
			Sr PM	8	\$120	\$960	\$45.24	\$1,005.24
15 working days after design prototypes completed	Approval of design prototypes (image mockups).	Sign off						
TBD	Await agency approval to move to phase 2	Verbal approval to proceed	N/A	N/A	N/A	N/A	N/A	N/A
			Work Totals	51	-	\$4,770.00	\$224.76	\$4,994.76

Phase 2 Milestone Schedule:

Phase 2

Milestone Schedule								
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	Total	GE Tax	Total
8 weeks after approval to begin phase 2.	Beta deployment	Website deployed in TEST environment	Developer	90.5	\$80	\$7,240	\$341.15	\$7,581.15
			Sr PM	14	\$120	\$1,680	\$79.16	\$1,759.16
			Sys Admin	2	\$100	\$200	\$9.42	\$209.42
15 working days after website deployed in test environment	Approval to proceed	Sign off						
4 week after site deployed to TEST	Testing, SBRRB training & review	1 training session for SBRRB personnel	Developer	8	\$80	\$640	\$30.16	\$670.16
			Sr PM	8	\$120	\$960	\$45.24	\$1,005.24
15 working days after testing website deployed in test environment	Approval to proceed	Sign off						
5 days after testing approval	Website live	Website deployed in PROD environment	Sys Admin	2.5	\$100	\$250	\$11.78	\$261.78
			Developer	3.75	\$80	\$300	\$14.14	\$314.14
			Sr PM	2	\$120	\$240	\$11.31	\$251.31
N/A	Post Launch	Final invoice sent 90-days post launch						
			Work Totals	128.25	-	\$11,510.00	\$542.35	\$12,052.35

NOTES:

Per DBEDT's request, this project will be broken in to two separate phases. Funding for the second phase will be contingent upon funds being available to proceed. The agency may elect to end the project after PHASE 1 and not proceed with PHASE 2.

Four-week increments are estimated in the schedule due to the fact that the board meets only once per month and any necessary approvals may have to happen during those meetings.

Work Plan/Deliverables:

HIC is to provide a detailed description of all the tasks that are to be completed to accomplish each of the deliverables in the table above. This will serve a road map for the project.

The following is the work plan determined at the time of SOW creation. An updated work plan will be provided to the STATE within 2 days after project kickoff meeting.

PHASE 1 – Design Workshops & Design Prototypes (Oct 15 – Jan 30)

- Initial stakeholder meetings, discussions, ongoing consolidating and presenting of findings (Oct 15 – Dec 10)
- Create design prototypes (initial image mockups and revisions) (Dec 11- Jan 9)
- Partner signoff on design prototypes (Jan 10 - Jan 30)

PHASE 2 - Beta Deployment (March 14 – June 6)

- Initial dev setup (March 14 – March 22)
- Create WordPress parent theme (March 25 – April 1)
- Build site (Set up child theme, styles, install plugins, create CPT's, add features) (April 2 – May 9)
- Migrate all text and documents from current site to new site. Reformat content to remove unused markup. (May 1 – June 6)

PHASE 2 - Testing, Training & Review (May 10 – June 28)

- Final HIC testing prior to launch (usability, ADA, function) (May 10 – June 6)
- Write user help manual (June 6 – June 12)
- 1 training session for SBRRB members (June 12)
- SBRRB testing, review and signoff (June 13 – June 28)

PHASE 2 – Launch (July 1 – July 8)

- Coordinate launch with ETS and SBRRB (July 1 – July 8)
- Assistance with migrating site to ETS infrastructure for hosting (July 1 – July 8)
- 90 days support from HIC after site has been migrated (July 8 – Oct 1)

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

Include total cost (including general excise tax) and breakdown of all other fees (i.e. development, hosting, maintenance and support, and other fees).

Applicability of Transaction Fees:

No transaction fees apply.

Development Fees:

The total project development cost for PHASE 1 will be: \$4,994.76 (\$4,770+ \$224.76 Hawaii GET).

The total project development cost for PHASE 2 will be: \$12,052.35 (\$11,510 + \$542.35 Hawaii GET).

Other HIC Fees:

No other fees apply.

Maintenance and Support Fees:

The site will be hosted by ETS for \$0. No support will be provided by HIC outside of the 90-day post launch period.

Invoice and Payment Schedule

Per DBEDT's request, this project will be broken in to two separate phases. Funding for the second phase will be contingent upon funds being available to proceed. The agency may elect to end the project after PHASE 1 and not proceed with PHASE 2, but both fees are broken out below.

Phase 1

The total not-to-exceed cost for phase 1 is \$4,994.76 (\$4,770+ \$224.76 Hawaii GET) and will be invoiced and paid 30-days after invoice is received according to the following schedule:

Invoice Schedule				
Date	Deliverable	Price	GE Tax	Total
Jan 30, 2019	Phase 1: Payment upon completion of design prototypes and STATE acceptance	\$4,770	\$224.76	\$4,994.76
	TOTALS	\$4,770	\$224.76	\$4,994.76

Phase 2

The total not-to-exceed cost for phase 2 is \$12,052.35 (\$11,510 + \$542.35 Hawaii GET) and will be invoiced and paid 30-days after invoice is received according to the following schedule:

Invoice Schedule				
Date	Deliverable	Price	GE Tax	Total
May 9, 2019	Phase 2: Payment upon deployment of functional test system and STATE acceptance	\$2,302.00	\$108.47	\$2,410.47 (20%)
June 6, 2019	Phase 2: Payment upon completion of testing and STATE acceptance	\$2,302.00	\$108.47	\$2,410.47 (20%)
July 8, 2019	Phase 2: Payment after acceptance letter signed by STATE and submittal of application for launch to production environment	\$2,302.00	\$108.47	\$2,410.47 (20%)

Oct 1, 2019	Phase 2: Payment at end of 90-day warranty period	\$4,604.00	\$216.94	\$4,820.94 (40%)
	TOTALS	\$11,510.00	\$542.35	\$12,052.35

Additional Responsibilities of STATE:

There are no additional responsibilities of the state.

Additional Responsibilities of HIC:

There are no additional responsibilities of HIC.

Checklist of Services HIC Will Provide

Idea Development

- Analysis of existing processes, workflows and systems
- Roadmap creation
- Workflow process re-engineering
- Alternative solution exploration

Customer Service

- Customer service via phone, web chat, and email during state business hours
- Monthly customer service statistics
- Technical support for users

Strategic Marketing

- Business cards and postcards
- Email and text notifications and reminders
- Posters and multimedia presentations
- Content modifications for online and offline collateral
- Social media integration

Project Management

- Agile process and experienced project teams
- Requirements collection and development
- Workflow reengineering
- Solution estimating
- Alternative approach planning and development

Web Design and Development

- Accessibility and 508 compliance
- 24/7 customer service support
- Java application development
- Mobile applications (Android and iOS)
- Responsive web design
- User feedback data pipelines

- User centered design
- User experience, user interface, and visual design
- Web Content Management Systems

Servers & Security

- Endeavor Data Center with 99.99% uptime
- Secured redundant UPS power systems
- Regular server monitoring and tracking
- 24/7 security and video surveillance
- Smoke detection and dry pipe fire systems

3rd Party Merchant Processing

- Level-3 PCI DSS compliance
- Secure configuration with external PCI scans
- Credit card and electronic check payments
- ACH and manual disbursements
- Chargeback and refund support
- Collection and frontline customer support for all payments
- Reporting modules