

# STATEMENT OF WORK AMENDMENT 2

DEPARTMENT OF LAND AND NATURAL RESOURCES  
ADMINISTRATIVE PROCEEDINGS OFFICE

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CIVIL RESOURCE VIOLATION SYSTEM –  
CASE MANAGEMENT SYSTEM

Version 1.00

Document Number – DLNR.FY2019.006.A2

STATE OF HAWAII

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**OVERVIEW**

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This Statement of Work (“SOW”) Amendment 2 document identifies the responsibilities between the Department of Land and Natural Resources (DLNR), (“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 March 14, 2008. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

This is an amendment to the SOW Amendment 1 signed and dated June 8, 2009 between DLNR and HIC.

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**PURPOSE STATEMENT**

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The STATE requested to reduce the current HIC Transaction Fee of 50% of the gross amount collected online. This SOW Amendment 2 replaces the Transaction Fee section in the SOW Amendment 1.

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**TRANSACTION FEE**

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Language from SOW Amendment1

HIC will charge a ten percent (10%) processing fee plus credit/debit card processing charges for each transaction processed through the online service operation system. The processing fee and charges will be deducted from the gross amount collected online by HIC before the net amount is directly transferred to designated DLNR’s bank account through ACH or check on a monthly (paid on the third business day of the following month) or bi-monthly basis (paid on the third business day following the 15<sup>th</sup> and last day of the month).

Any costs incurred by HIC associated with charge-back, cancelled or insufficient payments will be invoiced to the AGENCY or deducted from future payments.

Any and all fees and payment policies may be altered by mutual agreement between DLNR and HIC.

Language from Specifications Document (supersedes the SOW)

Cost equals 50% of gross amount.

New SOW Amendment2 Language

Effective April 1, 2019, HIC will no longer charge a per transaction fee for this service. Instead, the maintenance, support, and hosting will be funded via a monthly fee of \$1,100 inclusive of General Excise Tax.

HIC will deduct \$1,100 from the funds collected via online transactions prior to remitting the remaining monthly funds to the STATE.

If in a given month, the gross amount is less than \$1,100, HIC will deduct any amount not covered in that month in the subsequent month.

Monthly disbursement examples:

Example 1)

Gross amount collected = \$3,200  
Monthly HIC Fee = \$1,100  
Amount remitted to STATE = \$2,100

Example 2)

January gross amount collected = \$900  
January HIC Fee = \$1,100  
January amount remitted to STATE = \$0 (\$200 owed to HIC)

February gross amount collected = \$3,100  
February HIC Fee = \$1,100  
February amount remitted to STATE = (\$3,100 - \$1,100 - \$200 from January) = \$1,800

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

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

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**STAKEHOLDERS**

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**Department of Land and Natural Resources**

1151 Punchbowl St.  
Honolulu, HI 96813

**Hawaii Information Consortium, LLC.**

201 Merchant Street Suite 1805  
Honolulu, HI 96813

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**CHAIN OF COMMAND**

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**DLNR**

Suzanne Case, DLNR Chairperson

Bin Li, Administrative Proceedings Coordinator

**HIC**

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Laurenz Bacungan, Partner Liaison

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**SIGN OFF**

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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: March 29, 2019

Date: March 28, 2019

*Suzanne Q. Case*

*Bertrand Ramos*

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Suzanne Case  
Chairperson  
Department of Land and Natural Resources

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Bertrand Ramos  
General Manager  
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: Mar 29, 2019

ACCESS HAWAII COMMITTEE

*Douglas Murdock*

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

*J.O.*