

STATEMENT OF WORK

COUNTY OF HAWAII
DEPARTMENT OF PARKS AND RECREATION

MAUNA KEA TOURS OPERATOR PERMITS

Version 1.00

HAWAII.002

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the County of Hawaii, (“COUNTY”) 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 Agreement (“SLA”) between the COUNTY and HIC signed and dated on June 15, 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

The COUNTY maintains a list of tour operators authorized to park at the Mauna Kea Observatory for stargazing. Tour operators must submit a request to the Department of Parks and Recreation Director for authorization to park at the observatory.

PURPOSE STATEMENT

The purpose of this application is to allow tour operators to apply for a tour operator permit and to provide the COUNTY with an electronic means of managing the tour operator permit applications.

DEFINITIONS

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

Fixed Rate (Business Model): When transaction fees are not feasible HIC 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 fixed rate 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 partner.

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 PARTNER 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 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 to this SOW 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 COUNTY with an Authorization to Deploy Letter describing that the service has been built to the COUNTY requirements. The COUNTY 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 "COUNTY" 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 "COUNTY" 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, unless the "COUNTY" consents in writing to a longer period of time.

FINAL ACCEPTANCE

COUNTY 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 COUNTY, 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 COUNTY with a checklist of the deliverables/specifications for approval. COUNTY 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 at no cost to the COUNTY, irrespective of any changes or enhancements to the system.

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
 - 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

Notification to COUNTY 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 COUNTY.

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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 shall not incur development fees as this is a self-funded application.

MAINTENANCE AND SUPPORT FEES

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

TRANSACTION FEES

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

Payment methods accepted are credit/debit card and eCheck. The Transaction Fee will be an add-on fee for each transaction.

The Transaction Fee shall be deducted from the gross amount collected online before the net amount is remitted to COUNTY on a daily basis via Automated Clearing House (ACH). The frequency and method of remittance can be modified upon mutual agreement and signed agreement between HIC and PARTNER.

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 PARTNER 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 PARTNER 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 PARTNER and HIC via an SOW Amendment.

INVOICE AND PAYMENT SCHEDULE

This is a self-funded project and there is no amount to be invoiced.

RESPONSIBILITIES OF THE STATE/COUNTY

COUNTY 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, COUNTY 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 COUNTY by the agreed upon dates in the Work Plan. If COUNTY 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 COUNTY.

- COUNTY will provide timely authorization for the project and for each approval required during the project.
- COUNTY will provide written functional requirements for all system components.
- COUNTY agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- COUNTY will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- COUNTY will provide content information to be presented on the website.
- While building the website, it is the COUNTY'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, COUNTY is responsible for maintaining ADA compliance.
- COUNTY 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 COUNTY project team for the duration of the implementation of this project. COUNTY 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 COUNTY 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 COUNTY with transaction reports and money transfers on a schedule mutually agreed to by HIC and the COUNTY
- 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 COUNTY post-production launch is at the responsibility of the COUNTY.
- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If HIC substantially fails to perform the SOW, COUNTY 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, COUNTY may terminate this SOW.

Pursuant to section 9.16.2 of the CONTRACT, substantial failure of HIC to perform the SOW may cause the COUNTY to terminate the SOW. In this event, the COUNTY 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

County of Hawaii

Department of Parks and Recreation

25 Aupuni Street

Hilo, HI 96720

Hawaii Information Consortium, LLC.

201 Merchant Street.

Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

COUNTY OF HAWAII

Harry Kim, Mayor

Roxcie L. Waltjen, Director

Maurice C. Messina, Deputy Director

Reid Sewake, Business Manager

HIC

Burt Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Laurenz Bacungan, 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: Jul 17, 2018

Date: Jun 1, 2018

Roxcie L. Waltjen

Burt Ramos

Roxcie L. Waltjen
Director
Department of Parks and Recreation

Burt Ramos
General Manager
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: Jul 20, 2018

ACCESS HAWAII COMMITTEE

Todd Nacapuy

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

Exhibit A

SOW-HAWAII-DEPARTMENT OF PARKS AND RECREATION-MAUNA KEA TOURS OPERATOR PERMITS

County Agency: Department of Parks and Recreation
Agency Contact: Reid Sewake
Agency Email: Reid.Sewake@hawaiicounty.gov
Agency Address: 25 Aupuni Street
Hilo, HI 96720

Agency Phone: (808) 961-8560

HIC PM: Steffi Zacke
HIC PM Email: Steffi@ehawaii.gov
HIC PM Phone: (808) 539-8964
Application Name: Mauna Kea Tours Operator Permits
Business Model: Self-funded
Estimated Deployment Date: September 14, 2018

Scope of Work to be Performed:

Develop a web based application to allow tour operators to apply for a tour operator permit.

The system should allow the public to:

- Fill out a form to apply for a tour operator permit
- Make payments via eCheck or credit/debit card
- View submitted applications

The system should allow administrators to:

- Manage applications
 - Edit applications
 - Approve applications
 - Reject applications
- Edit email templates:
 - Received
 - Approved
 - Rejected

Business Model: Self-Funded

Applicability of Transaction Fees: A \$10 transaction fee applies to each permit application per vehicle submitted online which is paid by the user.

Example:

Credit Card Transaction

Tour Operator Fee = \$100

Transaction Fee = \$10

Gross Amount = Tour Operator Fee + Transaction Fee = \$110

Net Amount Remitted = Gross Amount - Transaction Fee = \$110 - \$10 = \$100

eCheck Transaction

Tour Operator Fee = \$100

Transaction Fee = \$10

Gross Amount = Tour Operator Fee + Transaction Fee = \$110

Net Amount Remitted = Gross Amount - Transaction Fee = \$110 - \$10 = \$100

Maintenance and Support Fees: There are no maintenance or support fees because this project is self-funded.

Delivery:

The below table show the estimated hours and cost of the project. These fees will not be charged to the COUNTY as this is a self-funded project.

Milestone Schedule						
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	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	Designer	18	\$60	\$1,080.00
1 week after kickoff meeting	Design prototype	Prototype	Project Manager	40	\$80	\$3,200.00

2 weeks after design prototype completed	Approval to proceed	Sign off				
			Developer	300	\$80	\$24,000.00
8 weeks after design prototype approved	Develop public form, payment system and admin review	Website deployed in TEST environment	Project Manager/QA	40	\$80	\$3,200.00
			Sys Admin	3	\$100	\$300.00
4 weeks after site deployed to TEST	Testing, training & review	1 training session for personnel	Developer	10	\$80	\$800.00
			Project Manager/QA	70	\$80	\$5,600.00
3 weeks after testing complete	Approval of testing	Sign off				
5 days after testing approval	Website live	Website deployed to PROD environment	Sys Admin	3	\$100	\$300.00
			Project Manager	10	\$80	\$800.00
			Work Totals	494		\$39,280.00

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.

Specific completion dates to be included for each deliverable within 2 days after kickoff meeting.

The following are the deliverables to be provided by Contractor to Customer under this SOW:

Prototype (April 30 – May 25, 2018)

- Kickoff Meeting (April 30 – May 4, 2018)
- Design prototype (May 7 – May 11, 2018)
- Review prototype internally (May 14 – May 15, 2018)
- Review prototype with COUNTY (May 16 – May 18, 2018)
- Obtain COUNTY signoff on prototype (May 21 – May 25, 2018)

Beta Development (May 28 – July 20, 2018)

- Code the application (May 28 – July 13, 2018)
- Deployment to test environment (July 16 – July 20, 2018)

Testing, training & Review (July 23 – September 14, 2018)

- HIC application testing (July 23 – July 27, 2018)
- Application review and training with COUNTY staff (July 30 – August 3, 2018)
- COUNTY application testing (August 6 – August 10, 2018)
- Bug fixes (August 13 – August 14, 2018)
- COUNTY application testing (August 15 – August 17, 2018)
- Obtain COUNTY signoff on testing (August 20 - September 7, 2018)
- Deployment to production environment (September 10 – September 14, 2018)

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.

County Responsibilities:

No additional set of responsibilities for COUNTY that are specific to this project.

HIC Responsibilities:

No additional set of responsibilities for HIC that are specific to this project.

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

- 24/7 customer service via phone, web chat, and email
- 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