

MASTER STATEMENT OF WORK

STATE OF HAWAII

GOV2GO

Version 1.00

Document Number – ETS.FY2019.003

STATE OF HAWAII

OVERVIEW

This Master Statement of Work (“SOW”) document identifies the responsibilities between the State of Hawaii (“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 and HIC dated December 3, 2007 (collectively referred to as the “CONTRACT”).

Any Connection Agreement entered into pursuant to this SOW is subordinate to the applicable Service Level Contract (“SLA”) between any applicable STATE agency or county and HIC.

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 currently is no centralized mobile platform to access government services in the state of Hawaii.

PURPOSE STATEMENT

HIC will connect certain Hawaii online services with a robust citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with government, called the Gov2Go® Platform (the "Gov2Go Platform"), in accordance with any Connection Agreement, in substantially the form attached hereto as Exhibit A (the “Connection Agreement”), signed by a STATE agency or county and HIC in the future.

- A. Purpose. The purpose of this offering is to deliver integrated web and mobile applications to citizen users in a "one-stop-shop" user experience using a cohesive interface, the Gov2Go Platform. It includes a single mobile application experience made available to citizens of multiple states using a common customer account. The Gov2Go Platform will facilitate certain citizen to State agency transactions and provision of information, as well as provide other Services, as described in this section.
- B. Scope of Services. The Services provided through the Gov2Go Platform include, without limitation, services provided directly by HIC or provided through hardware, software and network infrastructure

hosted by HIC, its affiliates or service providers, to: (1) connect State agency's information or backend systems to the Gov2Go Platform, (2) facilitate access to State agency information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards for payments through the Gov2Go Platform, (5) process all other forms of electronic funds transfer, and (6) manage the registration of users and the online transaction logging data, and the billing and collection of funds, for users of fee services. It includes such other digital services as may from time to time be developed by HIC or its affiliates outside of this contract and made available to State agency through this contract.

C. Intellectual Property Rights Specific to Gov2Go Platform.

1. The Gov2Go Platform and Services related thereto shall be provided as a Software as a Service (“SaaS”) solution. HIC will provide access for State agencies to use and receive such SaaS solution pursuant to any duly executed Connection Agreement for the term of the CONTRACT.
2. All intellectual property, including trade secrets, trademarks, copyrightable works, software, and patented works, developed or provided by HIC or its affiliates prior to or in the course of HIC’s rendering of Services to the State agency described herein shall be the sole and exclusive property of HIC or its affiliates, as applicable, and HIC and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by HIC to State agency to facilitate HIC’s performance of this SOW or Connection Agreement shall be or remain property of HIC. Examples include the Gov2Go Platform, software developed to connect State agency’s backend systems to the Gov2Go Platform and Gov2Go branding provided by HIC, which shall each remain the property of HIC.
3. HIC may use data and information submitted by end users into the Gov2Go Platform solely to the extent permitted by the applicable Terms of Use and Privacy Policy.

D. Hosting and Security. The Gov2Go Platform will be primarily hosted in an industry-leading public cloud environment; *provided, however,* certain components of the platform related to the TPE® payment engine will be hosted by HIC or its affiliates. HIC will fulfill security and audit obligations of the contract for the public cloud environment, subject to access, confidentiality or other limitations of the public cloud provider.

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 will be mutually agreed as STATE agencies or counties execute Connection Agreements, in substantially the form of Exhibit A attached here, and made a part of this SOW.

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

Prior to integration of the service into the Gov2Go Platform, 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 of the Gov2Go Platform shall be provided to the STATE, 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 Gov2Go Platform 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.

- Maintenance of the Gov2Go Platform
 - Annual penetration test
 - Gov2Go server systems are monitored via a public cloud provider. The software checks the status of endpoint availability on a regular basis and contacts appropriate platform personnel with inconsistencies. The Gov2Go Platform utilizes multiple monitoring software products to provide best in class availability.

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.

In the event of a system-wide service issue, HIC will immediately notify the Office of Enterprise Technology Services (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 for contact information).

F E E S

There are no fees to develop the Gov2Go Platform. However, a fixed fee or transaction fees may apply to integrate a service into Gov2Go. Fees shall be mutually agreed in each Connection Agreement, and thereafter reviewed periodically by the STATE and the Access Hawaii Committee (AHC), and adjusted after review via an amendment to the SOW upon mutual agreement of HIC, the STATE, and the AHC. If not otherwise set forth in a Connection Agreement, the transaction fees for a service incorporated into the Gov2Go Platform shall be the same as the transaction fee set forth in HIC's SOW with Government Entity to provide the same service on Hawaii.gov. The AHC will review and approve any and all Portal charges for fairness, reasonableness, and appropriateness in furthering the goals of this CONTRACT.

I N V O I C E A N D P A Y M E N T S C H E D U L E

Upon acceptance of HIC deliverables, HIC will send an original invoice to STATE. The STATE has 30-days to pay from the receipt of a valid invoice.

R E S P O N S I B I L I T I E S O F T H E S T A T E / C O U N T Y

To accomplish the tasks outlined in this SOW and provide the deliverables defined in the Deliverables/Milestones section of this document, STATE 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 Gov2Go.
- It is the STATE's responsibility to ensure all pre-existing PDF documents uploaded to Gov2Go 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 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

Office of Enterprise Technology Services

1151 Punchbowl Street
Honolulu, HI 96813

Hawaii Information Consortium, LLC.

201 Merchant Street Suite 1805
Honolulu, HI 96813

CHAIN OF COMMAND

ETS

Douglas Murdock, State Chief Information Officer
Kaimana Bingham, Portal Program Manager

HIC

Bertrand Ramos, General Manager
Janet Pick, Director of Portal Operations
Zheng Fang, Director of Development

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:

Date:

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

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date:

ACCESS HAWAII COMMITTEE

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

Exhibit A

Form of Connection Agreement

[STATE AGENCY OR COUNTY]

_____, 201[]

Reference is made to that certain Master Gov2Go SOW dated as of [____], 2019 (as amended or otherwise modified from time to time, the “Master SOW”), made by the State of Hawaii (“Government Partner”) and Hawaii Information Consortium, LLC (“HIC”). Defined terms used herein shall have the respective meanings set forth in the Master SOW unless otherwise defined herein. The applicable government entity, [STATE AGENCY OR COUNTY] (“Government Entity”), hereby agrees as follows:

In accordance the Master SOW, Government Entity hereby agrees that this Connection Agreement shall be subject to the terms and conditions of the Master SOW.

Description of Services:

Connection Services:

Government Agency authorizes and directs HIC to connect [_____] to the Gov2Go Platform. Government Agency will [provide assumptions required of Government Agency personnel or access to data].

[If applicable] Fixed Fee or Transaction Fee:

[If applicable] Government Entity shall pay HIC a fixed fee in the amount of \$[____] US dollars per month for the period beginning on the Effective Date and continuing thereafter until this Connection Agreement expires or is terminated.

[If applicable] HIC may charge users of the Gov2Go Platform a transaction fee in the amount of \$[____] US dollars/transaction in exchange for the ability to conduct specific transactions with Government Entities through the Gov2Go Platform.

IN WITNESS WHEREOF this Connection Agreement is executed and delivered as of the date first written above.

[STATE AGENCY OR COUNTY]

By: _____
Name:
Title:

Accepted:

HIC

By: _____
Name:
Title: