

# STATEMENT OF WORK AMENDMENT 1

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF AQUATIC RESOURCES

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COMMERCIAL MARINE DEALER REPORTING SYSTEM

Version 1.00

Document Number – DLNR.FY2020.004.A1

STATE OF HAWAII

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**OVERVIEW**

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This Statement of Work (“SOW”) document identifies the responsibilities between the Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DAR) (“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 original SOW document entitled “Department of Land and Natural Resources Division of Aquatic Resources, Commercial Marine Dealer Reporting System” dated on May 10, 2018 and signed between the STATE and HIC.

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**TERM AND TERMINATION**

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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.

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**CURRENT PROCESS**

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The DLNR DAR manages the State’s marine and freshwater resources through programs in commercial fisheries and aquaculture. Effective in January 2018, the revised Hawaii Administrative Rule (HAR) Chapter 13-74 established the requirement for Commercial Marine Dealers to report all marine life obtained, purchased, transferred, exchanged, or sold during a weekly reporting period.

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**PURPOSE STATEMENT**

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This Statement of Work Amendment covers an online reporting system for the commercial marine dealers to report marine life purchased from licensed fishermen on a weekly basis.

## DEFINITIONS

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**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.

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**SCOPE OF WORK AND DELIVERABLES**

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Specifications for the project are attached as Exhibit A and made a part of this SOW.

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**DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE**

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**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.

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**MAINTENANCE AND SUPPORT**

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The annual maintenance and hosting shall be provided to the STATE, irrespective of any changes or enhancements to the system, as described under Maintenance and Support Fees in Exhibit A.

## 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; 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

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.

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 STATE 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 the Office of Enterprise Technology Services (ETS) via email, [ets.notifyus@hawaii.gov](mailto: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).

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**F E E S**

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All fees shall be 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. 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**

This SOW Amendment covers maintenance, support, and hosting costs only. There are no additional development costs for this project. Exhibit A provides the would-be development cost.

**MAINTENANCE AND SUPPORT FEES**

The maintenance, support, and hosting fee associated with this project is \$48,000.00 per year.

**TRANSACTION FEES**

There is no associated Transaction Fee for this project.

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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**INVOICE AND PAYMENT SCHEDULE**

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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.

See Exhibit A for details of Invoice and Payment Schedule.

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**RESPONSIBILITIES OF THE STATE/COUNTY**

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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

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**RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM**

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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 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 STATE post-production launch is at the responsibility of the STATE.
- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

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#### REMEDIES

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##### **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.

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#### MODIFICATIONS AND AMENDMENTS

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This SOW may be modified, amended or extended only by mutual agreement signed by both parties.

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**STAKEHOLDERS**

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**Department of Land and Natural Resources, Division of Aquatic Resources**

1151 Punchbowl St. Rm 330

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/DAR**

Suzanne Case, Chairperson, DLNR

Brian Neilson, Administrator, DAR

Reginald Kokubun, DAR

**HIC**

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Jing Xu, 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: September 06, 2019

Date: September 06, 2019

  
Brian Neilson (Sep 6, 2019)

Brian Neilson  
Administrator  
Division of Aquatic Resources

  
Bertrand Ramos (Sep 6, 2019)

Bertrand Ramos  
General Manager  
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: September 09, 2019

ACCESS HAWAII COMMITTEE

  
Douglas Murdock (Sep 9, 2019)

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

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## EXHIBIT A

### SOWAmend1-DLNR-DAR-Commercial Marine Dealer Reporting System

<b>State Agency:</b>	Department of Land and Natural Resources, Division of Aquatic Resources
<b>Agency Contact:</b>	Reginal Kokubun
<b>Agency Email:</b>	<a href="mailto:reginald.m.kokubun@hawaii.gov">reginald.m.kokubun@hawaii.gov</a>
<b>Agency Address:</b>	1151 Punchbowl St, Rm 330, Honolulu, HI 96813
<b>Agency Phone:</b>	808-587-0084
<b>HIC PM:</b>	Jing Xu
<b>HIC PM Email:</b>	<a href="mailto:jjing@ehawaii.gov">jjing@ehawaii.gov</a>
<b>HIC PM Phone:</b>	808-695-4614
<b>Application Name:</b>	Commercial Marine Dealer Reporting System
<b>Business Model:</b>	Fixed Rate
<b>Estimated Deployment Date:</b>	August 2019

### SCOPE OF WORK AND DELIVERABLES

#### Scope:

The scope of the amendment includes the following:

- Provide maintenance and hosting as defined in the Maintenance and Support section of the SOW for the Commercial Marine Dealer Reporting System

### FEES

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

1. Development Fees: \$0
2. Hosting Fees: \$0.00
3. Maintenance and Support Fees: \$48,000.00 Annually
4. Transaction Fees: \$0.00
5. Other Fees: \$0.00

### INVOICE AND PAYMENT SCHEDULE

The total not-to-exceed cost for the annual maintenance & support fee is \$48,000.00. It will be invoiced on a monthly basis in the amount of \$4,000.00 and paid 30-days after invoice is received.

**ADDITIONAL RESPONSIBILITIES OF STATE**

None.

**ADDITIONAL RESPONSIBILITIES OF HIC**

None.

**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