

# STATEMENT OF WORK

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION

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BOATING ACCOUNTS RECEIVABLE SYSTEM (BARS)  
MAINTENANCE AGREEMENT 4

Version 1.00

DLNR.FY2020.007

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 Boating and Ocean Recreation (DOBOR), (“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 Agreement (“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.

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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.

HIC will provide the items under the Scope of Work and Deliverables section in this SOW to DOBOR until December 31, 2020 or until which time DOBOR provides a written notification to HIC to terminate this SOW with 30 days advanced notice of the termination date, whichever comes first. Upon notification of termination of this SOW, DOBOR will remit owed payment(s) to HIC for any months or portion of a month that HIC provided services to DOBOR. HIC will cease services on the termination date as agreed upon by DOBOR and HIC.

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**CURRENT PROCESS**

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The Boating Accounts Receivable System (BARS) is a service implemented by HIC and is currently in production. HIC hosts and maintains the system per the items listed under Scope of Work and Deliverables section.

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**PURPOSE STATEMENT**

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This Statement of Work covers all work performed by HIC for DOBOR’s Boating Accounts Receivable System (BARS) as DOBOR works towards completion of a new system with their new vendor.

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## DEFINITIONS

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**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.

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**SCOPE OF WORK AND DELIVERABLES**

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HIC will provide the following items to DOBOR:

1. Continue to run the BARS application on the HIC servers.
2. HIC will respond to system downtime within 2 hours during regular business hours. During non-business hours, HIC will respond within 4 hours. In the event that the issue cannot be quickly resolved, a response timeline will be provided within 48 hours.
3. Continue to process online credit card payments for BARS.
4. Continue to reconcile and deliver paper check disbursements to DOBOR on previously agreed upon weekly intervals. HIC will continue to process payments weekly for the transactions handled for the following 4 time periods: 1-7, 8-14, 15-21, 22-end of month. The checks are mailed to DOBOR following approval and processing by HIC
5. Continue to provide access to approved BARS users to the BARS system and reports.
6. Evaluate the continuation of this agreement based on a definitive project completion timeline provided by DOBOR and their new vendor.

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**DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE**

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This section is N/A as the service is already in production.

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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.

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 STATE to be posted of any changes or maintenance at least 48 hours prior.

HIC will respond to system downtime within 2 hours during regular business hours. During non-business hours, HIC will respond within 4 hours. In the event that the issue cannot be quickly resolved, a response timeline will be provided within 48 hours.

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 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).

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**F E E S**

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**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**

There are no development fees for this service through December 31, 2020.

**MAINTENANCE AND SUPPORT FEES**

From January 1, 2020 through December 31, 2020 the monthly fee will be \$3,000.

**TRANSACTION FEES**

This SOW does not change any existing transaction fees for the BARS service. The current transaction fee of 2.6% per transaction will remain as is.

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**INVOICE AND PAYMENT SCHEDULE**

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N/A

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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.
- After 90-days post launch, STATE is responsible for maintaining ADA compliance.
- STATE will perform testing and give approval of acceptance of bug fixes

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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
- 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
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Provide services as specified in the SOW

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**REMEDIES**

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This section does not apply as there is no development work involved.

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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 Boating and Ocean Recreation**

4 Sand Island Access Road  
Honolulu, Hawaii 96819

**Hawaii Information Consortium, LLC.**

201 Merchant Street.  
Suite 1805  
Honolulu, HI 96813

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**CHAIN OF COMMAND**

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**DLNR/DOBOR**

Executive Sponsor, Suzanne Case, Chairperson, Board of Land and Natural Resources  
  
Project Sponsor, Ed Underwood, Administrator, Division of Boating and Ocean Recreation  
  
Project Manager, Kevin Yim, Boating Staff Officer

**HIC**

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



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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:

Date:

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Edward Underwood  
Administrator  
Division of Boating and Ocean Recreation  
Department of Land and Natural Resources

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Bertrand Ramos  
General Manager  
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED

Date:

ACCESS HAWAII COMMITTEE

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