

STATEMENT OF WORK

DEPARTMENT OF COMMERCE AND CONSUMER
AFFAIRS

BUSINESS REGISTRATION DIVISION

Transition Support

Version 1.00

Document Number – DCCA.FY2023.004

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the Department of Commerce and Consumer Affairs, Business Registration Division (“STATE”) and the Hawaii Information Consortium, LLC dba Tyler Hawaii (“TYLER”), 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, TYLER’s Proposal and the contract between the State of Hawaii and TYLER dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level Agreement (“SLA”) between the STATE and TYLER signed and dated on October 27, 2008. 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 STATE is in the process of transitioning their business registration solution to a new vendor. As a result of this transition, the existing STATE online services provided by TYLER will be terminated. The launch date for the new solution is December 2023.

PURPOSE STATEMENT

This SOW covers the general agreement that would allow TYLER to provide ad-hoc support necessary for the transition of TYLER services to the new platform.

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 TYLER 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): TYLER absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. TYLER 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 TYLER 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 TYLER and approved by the STATE.

SCOPE OF WORK AND DELIVERABLES

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

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

Work request will be deemed completed once the work request item has been delivered to STATE.

MAINTENANCE AND SUPPORT

N/A

FEES

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 TYLER, 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.

TYLER RATES

RATE CHART – RFP 08-011

Labor Categories	Hourly Rate
Solution Architect	\$170.00
Project Manager	\$150.00
Business Analyst	\$90.00
Senior Software Developer	\$140.00
Software Developer	\$125.00
Designer	\$100.00
Support Staff	\$80.00
Database Administrator	\$130.00
Systems/Security Administrator	\$130.00
Quality Assurance	\$100.00

DEVELOPMENT FEES

FIXED COST: TYLER will provide STATE with cost estimates for work requests. Cost estimates must be approved by the STATE prior to any work beginning.

HOSTING FEES

N/A

MAINTENANCE AND SUPPORT FEES

N/A

TRANSACTION FEES

N/A

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

INVOICE AND PAYMENT SCHEDULE

Upon acceptance of TYLER deliverables, TYLER 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.

RESPONSIBILITIES OF THE STATE/COUNTY

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 TYLER Project Manager/Project Liaison to establish a project plan/timeline in conjunction with Deliverables/Milestones, TYLER 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 TYLER deliverables will be revised accordingly. TYLER 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 perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF TYLER HAWAII

TYLER 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 TYLER by the agreed upon dates. If TYLER 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 TYLER. TYLER will provide all the TYLER deliverables detailed in the Deliverables section and will:

- 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 services as agreed upon in work requests
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If TYLER substantially fails to perform the SOW, STATE will give TYLER written notice describing such failure. Thereafter, TYLER shall have 10 days (or a longer period of time if set forth in the written notice) to remediate such failure. If TYLER 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 TYLER to perform the SOW may cause the STATE to terminate the SOW. In this event, the STATE may require TYLER 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

Department of Commerce and Consumer Affairs

Business Registration Division

335 Merchant Street

Honolulu, HI 96813

Hawaii Information Consortium, LLC dba Tyler Hawaii

201 Merchant Street Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

STATE

Nadine Ando, DCCA Director

Dean I. Hazama, DCCA Deputy Director

Ty Nohara, DCCA Acting Commissioner

James Hogarty, DCCA Information Systems and Communications
Office, Solutions Supervisor

TYLER

Bertrand Ramos, General Manager

Janet Yee, Director of Portal Operations

Zheng Fang, Director of Development

Julie Shohet, 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 TYLER.

Date:

Date:

Dean I. Hazama
Deputy Director
Department of Commerce and Consumer Affairs

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC
dba Tyler Hawaii

REVIEWED AND APPROVED:

Date:

ACCESS HAWAII COMMITTEE

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