

# STATEMENT OF WORK

BOARD OF WATER SUPPLY - COUNTY OF KAUAI  
DEPARTMENT OF WATER

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Website Redesign

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Version 1.00

Document Number – KAUAI.FY2024.007

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## OVERVIEW

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This Statement of Work (“SOW”) document identifies the responsibilities between the Board of Water Supply, County of Kauai, Department of Water (“BOARD”) 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 BOARD and TYLER signed and dated on MM/DD/YY. 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.

Upon termination of this service, BOARD may request a copy of the application database within 6 months. After 6 months from the termination date, TYLER will delete all BOARD data.

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## CURRENT PROCESS

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The goal of this project is to redesign the existing website located at: [www.kauaiwater.org](http://www.kauaiwater.org). Tyler Hawaii will work closely with BOARD to design and develop a new website through facilitated meetings.

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## PURPOSE STATEMENT

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Goals for the site include:

- Create a design that has a contemporary look and feel and matches BOARD’s visual identity and branding.
- Mobile friendly, responsive design utilizing the latest web standards.
- Compliance with web accessibility requirements (WCAG 2.0 Level AA).
- Board meetings and agendas
  - Create a way to easily manage and publish meeting agendas and minutes for regular board, committee, and special meetings.
- Forms
  - We will include an easy-to-use form tool that can be used to create simple forms for:
    - Contact us
    - Feedback (to replace: <http://kauaiwater.org/feedback.asp>)
    - School visit request (to invite BOARD to speak at schools)

- Forms not mentioned above would need to be evaluated on a case by case basis to determine whether they can be added. Fields that can't be added to this form tool include: payments, fields w/sensitive data or forms with a high number of submissions.
- These measures are to ensure site performance and security are not affected.
- Facebook feed
  - Integrate with a third-party Facebook feed plugin to embed a feed on the site.
  - There is a free plugin that should meet most criteria but if the required features cannot be found in a free version, any additional fees for licensing the PRO version of a plugin will need to be paid by BOARD on an annual basis (typically less than \$100/year). The main difference is that the free version doesn't display photos in the feed.
- News & media
  - The news area will be a place where users can come to learn about all the activities and projects BOARD is doing.
  - We will develop a dynamic area to highlight a variety of news including press releases and stories/progress on construction and planning projects happening on Kauai.
  - The news area will also include an archive of all past posts.
  - BOARD will also be able to categorize each post by the type of news it relates to (Ex: projects, press releases, permits, etc).
- Specific content improvements/additions:
  - As part of any website redesign, we will work with BOARD to migrate the content for all pages on the site. The two areas below are specifically called out since they were discussed as part of the requirements.
    - Improve the information provided around building permits. This may include converting the existing PDF flowcharts into web pages or images and/or providing clear instructions for the BOARD related steps of the process.
    - Create a page with information about employment opportunities and links where to apply on the BOARD job site.
- Integration with Google Analytics so BOARD can view site traffic and visitor information.

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## DEFINITIONS

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**Acceptance:** Acceptance refers to the BOARD'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 BOARD'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 BOARD.

**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 BOARD 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 BOARD.

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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, TYLER will provide the BOARD with an Authorization to Deploy Letter describing that the service has been built to the BOARD requirements. The BOARD shall sign and return the Authorization to Deploy Letter to TYLER within 5 business days.

After receiving the signed Authorization to Deploy Letter, TYLER 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 BOARD shall not exceed fifteen (15) working days to review each deliverable and to either notify TYLER of acceptance, or to provide TYLER a detailed list of deficiencies that must be remedied prior to

payment being made. In the event the BOARD notifies TYLER of material, non-compliance with the functional specifications, TYLER shall correct the error within a period not to exceed fifteen (15) working days or a time mutually agreed upon between TYLER and BOARD.

#### FINAL ACCEPTANCE

BOARD should notify TYLER of any errors or bugs when discovered during testing in the 90-day post-launch period. TYLER 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 BOARD, 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, TYLER shall provide an acceptance letter to BOARD with a checklist of the deliverables/specifications for approval. BOARD shall sign and return the acceptance letter to TYLER 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 support shall be provided to the BOARD, irrespective of any changes or enhancements to the system, as described under Maintenance and Support Fees in Exhibit A.

TYLER will provide support for the proper installation and ongoing general maintenance and operation of the application including the following:

- Customer Service Technical Support including phone, email, and chat support Monday through Friday 7:45 AM to 4:30 PM, excluding state holidays.
- 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 BOARD 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, TYLER shall immediately provide troubleshooting to correct any errors in the application and issues reported by BOARD.

Upon receipt of notice of an error, TYLER 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 TYLER to the BOARD within the 6 business hours and the TYLER General Manager will be notified. If the service is unavailable a message will immediately be posted by TYLER 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. TYLER 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 TYLER to the BOARD 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 BOARD will contact the Partner Liaison if there are any issues with the service. During non-business hours, the TYLER support team can be contacted at 808-695-4627.

In the event of a system-wide service issue, TYLER 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, TYLER will immediately notify the State Portal Program Manager and the BOARD Project Manager by email and phone (See Exhibit A for contact information).

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**FEES**

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All fees shall be reviewed periodically by the BOARD and the Access Hawaii Committee (AHC) and adjusted after review via an amendment to the SOW upon mutual agreement of TYLER, the BOARD, 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: The project development cost plus Hawaii General Excise Tax (GET) shall be stated in Exhibit A. TYLER will invoice BOARD according to a payment schedule set forth in Exhibit A.

## **HOSTING FEES**

Hosting fees will be defined in Exhibit A. Below are general costs for reference. In addition, a 5% annual increase will be added to the base hosting fee each year for as long as the site remains hosted in a production environment by TYLER.

Hosting fees are based on the number of visits per month. A visit is counted as a single IP address over a 24-hour period.

### Hosting Tiers

- Small (25,000 monthly visitor cap): \$1,300/yr plus GET
- Medium (50,000 monthly visitor cap): \$2,300/yr plus GET
- Large (150,000 monthly visitor cap): \$4,600/yr plus GET
- Extra Large (300,000 monthly visitor cap): \$7,600/yr plus GET
- 2XL (600,000 monthly visitor cap): \$11,000/yr plus GET

### SSL Certificate

- A SSL certificate is not included in the hosting fee but is required for use on all sites.
- A SSL certificate must be purchased by the BOARD before the website is launched into a production environment. Fees typically average from \$100 to \$300 per year and TYLER will work with BOARD to update and install the new SSL certificate each year.
- In limited cases, TYLER can facilitate and purchase a SSL certificate on the BOARD's behalf. Our ability to purchase depends on the domain the certificate will be used on. In general, TYLER can only provide this service for .org or .com domains – all .gov domains are excluded. If purchased by TYLER, the cost is approximately \$250 and the BOARD will be invoiced for this cost each year in addition to the hosting fees.

### Domain Registration

- If a site will not be using a Hawaii.gov domain as the url, but instead a url with a .org or .com, it is the responsibility of the BOARD to register, reserve, and pay for all domain registration fees for the life of the website.

### Disclaimer

TYLER reserves the right to renegotiate hosting and SSL certificate fees if usage is higher than forecast or if rates increase. If the service is deemed to have additional requirements beyond the base hosting, additional fees may be negotiated on a case-by-case basis.

## **MAINTENANCE AND SUPPORT FEES**

The maintenance and support fees associated with this project are detailed in Exhibit A. BOARD will be invoiced annually on a set calendar year basis dependent on the launch date of the Software or service. Payment from BOARD is due within 30 days upon receipt of the invoice.

Below are general costs for reference:

- Base Tier (includes up to 36 hours of support per year): \$5,400/yr plus GET. If support exceeds 36 hours per year, TYLER will invoice BOARD for the additional hours worked.

- Tier 1 (includes up to 100 hours of support per year): \$15,000/yr plus GET. If support exceeds 100 hours per year, TYLER will invoice BOARD for the additional hours worked.
- Custom Tier: Some sites may require variable support hours other than what is listed above based on the size and/or complexity of the site. In these cases, TYLER will work with the BOARD to agree on a custom price that includes the necessary level of support and maintenance.

TYLER will administer and manage the WordPress installation for the life of the site. WordPress is an open-source platform which means it is constantly evolving and improving. As such, TYLER will complete all WordPress version and plugin updates on an ongoing basis. This involves extensive testing to make sure all updates are still compatible with the site. As sites age, often larger changes will need to be addressed (for example, if a plugin is retired, TYLER will find and install a new solution).

The fee also includes:

- Annual security scans including any necessary fixes to the code
- Support for BOARD staff for assistance editing and maintaining the website over time
- Access to the website traffic statistics using Google analytics, as requested
- Daily site backups

## **TRANSACTION FEES**

There are no associated Transaction Fees for this project.

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## **INVOICE AND PAYMENT SCHEDULE**

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Upon acceptance of TYLER deliverables, TYLER will send an original invoice to BOARD. The BOARD 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 BOARD**

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

- BOARD will provide timely authorization for the project and for each approval required during the project.
- BOARD will provide written functional requirements for all system components.



- BOARD agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- BOARD will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- BOARD will provide content information to be presented on the website.
- While building the website, it is the BOARD'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, BOARD is responsible for maintaining ADA compliance.
- BOARD will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

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### RESPONSIBILITIES OF TYLER HAWAII

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TYLER will provide a Project Manager to serve as the primary point of contact and coordination with the BOARD project team for the duration of the implementation of this project. BOARD 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 BOARD 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:

- 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 BOARD 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 BOARD with transaction reports and money transfers on a schedule mutually agreed to by TYLER and the BOARD
- 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 BOARD post-production launch is at the responsibility of the BOARD.
- 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 TYLER substantially fails to perform the SOW, BOARD 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, BOARD may terminate this SOW.

Pursuant to section 9.16.2 of the CONTRACT, substantial failure of TYLER to perform the SOW may cause the BOARD to terminate the SOW. In this event, the BOARD may require TYLER 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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**Board of Water, County of Kauai**

**Department of Water**

4398 Pua Loke Street

Lihue, HI 96766

**Hawaii Information Consortium, LLC dba Tyler Hawaii**

201 Merchant Street Suite 1805

Honolulu, HI 96813

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**CHAIN OF COMMAND**

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**BOARD**

Tom Shigemoto, Board Chair, Board of Water Supply, County of  
Kauai

Joe Tait, Manager & Chief Engineer

Ryan Smith, Acting Chief of Operations

**TYLER**

Bertrand Ramos, General Manager

Janet Yee, Director of Operations

Zheng Fang, Director of Development

Rosie Warfield, Website Services Manager

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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 TYLER.

Date:

Date:

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Joseph E. "Joe" Tait  
Manager and Chief Engineer  
Department of Water, County of Kauai

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Tom Shigemoto  
Board Chair  
Board of Water Supply, County of Kauai

Date:

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

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

Document No. KAUAI.FY2024.007

APPROVED AS TO FORM AND LEGALITY:

Date:

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Deputy County Attorney, County of Kauai