

STATEMENT OF WORK AMENDMENT 1

DEPARTMENT OF BUSINESS, ECONOMIC
DEVELOPMENT & TOURISM
CREATIVE INDUSTRIES DIVISION

Tax Credit Hub

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the Department of Business, Economic Development & Tourism (DBEDT) Creative Industries 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 February 26, 2015. 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 Tax Credit Hub executed by TYLER and STATE on October 15, 2021.

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.

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

CURRENT PROCESS

TYLER has developed an online Tax Credit Hub application to allow production companies to apply for film tax credits online and for STATE staff to review the submissions, certify the tax credits, provide a certification letter, and generate reports. STATE would like to add enhancements to the online application.

PURPOSE STATEMENT

The purpose of this SOW Amendment is to make the following changes to the online Tax Credit Hub application:

1. Add a Filing Year column to Pre-production Registration Form (PRF) and Hawaii Production Report (HPR) admin sections
2. Add filter for Filing Year
3. Add e-Sign to PRF and HPR forms

4. Allow Part B HPR submissions for split filers
5. Create new e-mail to send Expenditure Report
6. Add Year 1 and Year 2 section to Hawaii Production dates on HPR PDF
7. Provide Admin ability to return PRF to Approval - Pending Start of Principal Photography Letter (SOPP) status
8. Add “Other” option under Type of Production

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.

SSL Certificate: An SSL certificate is a digital certificate that authenticates a website's identity and enables a secure, encrypted connection. SSL stands for Secure Sockets Layer, a security protocol that creates an encrypted link between a web server and a web browser. SSL certificates are added to websites to secure online transactions and keep customer information private and secure.

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

Prior to launch of the service, TYLER 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 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 STATE 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 STATE 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 period mutually agreed upon between TYLER and STATE.

FINAL ACCEPTANCE

STATE 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 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, TYLER 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 TYLER within 5 business days at which time the maintenance period begins.

MAINTENANCE AND SUPPORT

The annual maintenance and support 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.

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 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, TYLER shall immediately provide troubleshooting to correct any errors in the application and issues reported by STATE.

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 STATE 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 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 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. For all other service issues impacting a single service, TYLER will immediately notify the State Portal Program Manager and the STATE Project Manager by email and phone (See Exhibit A for contact information).

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

This project will use a hybrid approach using both the fixed cost model as well as a transaction fee component to the application. The project development cost plus Hawaii General Excise Tax (GET) shall be stated in Exhibit A. TYLER will invoice STATE OR COUNTY 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.

Base Tier: \$800 / yr plus GET

- Database and file storage, database backups, file backups (up to 100G)
- Bandwidth (up to 12 terabyte)
- 150M requests

- Compute/memory resources (up to 4% of compute and memory resources on the hosted app server)

+\$800 /yr plus GET per additional Tier (additional storage, bandwidth, requests)

- +100G storage
- +12 terabyte bandwidth
- +150M requests
- +4% of compute and memory resources on the hosted app and database server

Disclaimer:

The service will be hosted in Amazon Web Services. TYLER reserves the right to renegotiate Amazon Web Service-related fees if usage is higher than forecast. If the service is deemed to have additional requirements beyond the base hosting, additional fees may be negotiated on a case-by-case basis (ex. Elastic Search)

MAINTENANCE AND SUPPORT FEES

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

Below are general costs for reference:

- Base Tier (Small Project based on work hours): \$12,000 / yr plus GET
- Tier 1 (Medium Project): \$12,000 - \$24,000 / yr plus GET
- Tier 2 (Large Project): \$24,000 - \$36,000 / yr plus GET
- Tier 3 (Extra Large Project): \$36,000 - \$48,000 / yr plus GET

TRANSACTION FEES

For all transactions completed, there will be a Transaction Fee due and payable to TYLER. See Exhibit A for details on fees.

Any costs incurred by TYLER associated with unsuccessful contest of a charge-back, cancellation, or insufficient funds will be invoiced to STATE as explained below.

Credit Card Chargebacks

TYLER will make an initial effort to challenge credit card chargebacks. In the event that TYLER is unable to successfully contest a credit card chargeback, TYLER will invoice STATE the original transaction amount plus a \$25.00 chargeback fee.

ACH Returns (consolidated ACH via TYLER only):

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. TYLER will attempt to make initial collections on returned payments. If TYLER is unable to collect the funds within 7 business days, TYLER will invoice STATE the original transaction amount plus a \$25.00 return fee.

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

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 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.
- STATE is responsible for maintaining ADA compliance once the site is in the production environment.
- 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:

- 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 TYLER 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

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 Business, Economic Development & Tourism

Creative Industries Division

No. 1 Capitol District Building

250 South Hotel Street, 5th Floor

Honolulu, Hawai‘i 96813

Hawaii Information Consortium, LLC dba Tyler Hawaii

201 Merchant Street Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

STATE

Georja Skinner, Chief Officer, DBEDT

David Keliiholokai, Incentives and Exemption Manager, DBEDT

TYLER

Bertrand Ramos, General Manager

Janet Yee, Director of Operations

Zheng Fang, Director of Development

Laurenz Bacungan, 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:

Georja Skinner
Chief Officer
DBEDT Creative Industries Division

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

REVIEWED AND APPROVED:

Date:

ACCESS HAWAII COMMITTEE

By: Christine Sakuda
Chief Information Officer
Office of Enterprise Technology Services
State of Hawaii