

# STATEMENT OF WORK

DEPARTMENT OF BUSINESS, ECONOMIC  
DEVELOPMENT & TOURISM

CREATIVE INDUSTRIES DIVISION

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Tax Credit Hub

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Version 1.00

Document Number – DBEDT.FY2022.009

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## OVERVIEW

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This Statement of Work (“SOW”) document identifies the responsibilities between the Department of Business Economic Development & Tourism Creative Industries Division, (“STATE”) and the Hawaii Information Consortium, LLC dba NIC HI (“NIC HI”), 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, NIC HI’s Proposal and the contract between the State of Hawaii and NIC HI dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level Agreement (“SLA”) between the STATE and NIC HI 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.

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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 Department of Business Economic Development & Tourism (DBEDT) currently processes all Tax Credits for films shot in Hawaii to film production companies using email and paper forms for data collection and intake. Communications and approvals are handled via e-mail. Application fees are all handled via paper check or other approved department methods. All tax credit payments are handled by the Department of Taxation based on certification by DBEDT.

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## PURPOSE STATEMENT

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This Statement of Work covers the implementation of a Tax Credit Hub system to allow production companies to apply for film tax credits online and for DBEDT staff to review the submissions, certify the tax credits, provide a certification letter, and generate reports. The Tax Credit Hub may be used to support other tax credit programs in DBEDT in a later phase.

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## 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 NIC HI 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):** NIC HI absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. NIC HI 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 NIC HI 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 NIC HI 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, NIC HI 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 NIC HI within 5 business days.

After receiving the signed Authorization to Deploy Letter, NIC HI 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 NIC HI of acceptance, or to provide NIC HI a detailed list of deficiencies that must be remedied prior to payment being made. In the event the STATE notifies NIC HI of material, non-compliance with the functional specifications, NIC HI shall correct the error within a period not to exceed fifteen (15) working days or a time period mutually agreed upon between NIC HI and STATE.

#### FINAL ACCEPTANCE

STATE should notify NIC HI of any errors or bugs when discovered during testing in the 90-day post-launch period. NIC HI 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, NIC HI 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 NIC HI 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.

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

Upon receipt of notice of an error, NIC HI 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 NIC HI to the STATE within the 6 business hours and the NIC HI General Manager will be notified. If the service is unavailable a message will immediately be posted by NIC HI 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. NIC HI 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 NIC HI 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 NIC HI support team can be contacted at 808-695-4627.

In the event of a system-wide service issue, NIC HI 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, NIC HI 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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#### FEES

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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 NIC HI, 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.

#### **NIC HI 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 project will use a hybrid approach using both transaction-based and fixed cost models together. There are development costs 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. NIC HI will invoice the STATE 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

- 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 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. NIC HI 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.

For reference:

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

## **TRANSACTION FEES**

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

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

### **Credit Card Chargebacks**

NIC HI will make an initial effort to collect on all returned payments, credit card chargebacks, etc. NIC HI's customer service staff will endeavor to satisfy merchant bank requests. In the event that NIC HI is unable to successfully contest a credit card chargeback, NIC HI will invoice STATE the original transaction amount plus a \$25.00 chargeback fee.

### **ACH Returns (consolidated ACH via NIC HI only):**

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. NIC HI will attempt to make initial collections on returned payments. If NIC HI is unable to collect the funds within 7 business days, NIC HI 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 NIC HI via an SOW Amendment.

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## **INVOICE AND PAYMENT SCHEDULE**

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Upon acceptance of NIC HI deliverables, NIC HI 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/STATE**

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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 NIC HI Project Manager/Project Liaison to establish a project plan/timeline in conjunction with Deliverables/Milestones, NIC HI 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 NIC HI deliverables will be revised accordingly. NIC HI 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 NIC HAWAII**

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NIC HI 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 NIC HI by the agreed upon dates. If NIC HI 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 NIC HI. NIC HI will provide all the NIC HI 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 NIC HI 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 NIC HI substantially fails to perform the SOW, STATE will give NIC HI written notice describing such failure. Thereafter, NIC HI shall have 10 days (or a longer period of time if set forth in the written notice) to remediate such failure. If NIC HI 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 NIC HI to perform the SOW may cause the STATE to terminate the SOW. In this event, the STATE may require NIC HI 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 Business, Economic Development and Tourism**

Creative Industries Division

No. 1 Capitol District Building

250 South Hotel Street, 5<sup>th</sup> Floor

Honolulu, Hawai'i 96813

##### **Hawaii Information Consortium, LLC dba NIC Hawaii**

201 Merchant Street Suite 1805  
Honolulu, HI 96813

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**CHAIN OF COMMAND**

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**STATE**

Georja Skinner, Chief Officer, DBEDT

Ted Shiraishi, Rules Officer, Department of Taxation

**NIC HI**

Bertrand 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 NIC HI.

Date:

Date:

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Georja Skinner  
Chief Officer  
DBEDT Creative Industries Division

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Bertrand Ramos  
General Manager  
Hawaii Information Consortium, LLC  
dba NIC 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