

STATEMENT OF WORK

COUNTY OF MAUI
DEPARTMENT OF LIQUOR CONTROL

Liquor Permits and Payments

Version 1.00

Document Number – MAUI.FY2022.003

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the County of Maui Department of Liquor Control, (“COUNTY”) 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 COUNTY and NIC HI signed and dated on March 13, 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

Currently, liquor permits and payments are either mailed in or walked into the County of Maui office. Cash and check are accepted as payment methods.

PURPOSE STATEMENT

This Statement of Work covers the implementation of an online solution to allow customers to apply for, renew and pay liquor control permits and fees online via credit card or eCheck (electronic debit from a bank account).

DEFINITIONS

Acceptance: Acceptance refers to the COUNTY’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 COUNTY’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 COUNTY.

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 COUNTY 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 COUNTY.

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, NIC HI will provide the COUNTY with an Authorization to Deploy Letter describing that the service has been built to the COUNTY requirements. The COUNTY 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 COUNTY 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 COUNTY 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 COUNTY.

FINAL ACCEPTANCE

COUNTY 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 COUNTY, 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 COUNTY with a checklist of the deliverables/specifications for approval. COUNTY shall sign and return the acceptance letter to NIC HI within 5 business days at which time the maintenance period begins.

MAINTENANCE AND SUPPORT

The annual maintenance and hosting shall be provided to the COUNTY, 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 COUNTY 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 COUNTY.

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

F E E S

All fees shall be reviewed periodically by the COUNTY and the Access Hawaii Committee (AHC), and adjusted after review via an amendment to the SOW upon mutual agreement of NIC HI, the COUNTY, 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

| 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

NO DEVELOPMENT COST: There are no development costs for this project. Exhibit A provides the would-be development cost.

HOSTING FEES

Hosting fees will be defined in Exhibit A. Below are general costs for reference.

Base Tier: \$800 / yr

- 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 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. COUNTY will be invoiced annually on a set calendar year basis dependent on the launch date of the Software or service. Payment from COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY and NIC HI via an SOW Amendment.

INVOICE AND PAYMENT SCHEDULE

Upon acceptance of NIC HI deliverables, NIC HI will send an original invoice to COUNTY. The COUNTY 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

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

- COUNTY will provide timely authorization for the project and for each approval required during the project.
- COUNTY will provide written functional requirements for all system components.
- COUNTY agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- COUNTY will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.

- COUNTY will provide content information to be presented on the website.
- While building the website, it is the COUNTY'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, COUNTY is responsible for maintaining ADA compliance.
- COUNTY will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF NIC HAWAII

NIC HI will provide a Project Manager to serve as the primary point of contact and coordination with the COUNTY project team for the duration of the implementation of this project. COUNTY 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 COUNTY 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 COUNTY 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 COUNTY with transaction reports and money transfers on a schedule mutually agreed to by NIC HI and the COUNTY
- 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 COUNTY post-production launch is at the responsibility of the COUNTY.
- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If NIC HI substantially fails to perform the SOW, COUNTY 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, COUNTY 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 COUNTY to terminate the SOW. In this event, the COUNTY may require NIC HI 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

County of Maui Department of Liquor Control

110 ‘Ala‘ihi Street Room 212

Kahului, Hawai‘i 96732

Hawaii Information Consortium, LLC dba NIC Hawaii

201 Merchant Street Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

COUNTY

Layne Silva, Director, Department of Liquor Control

Jarrett K. Kaho‘ohanohano, Deputy Director, Department of

Liquor Control

NIC HI

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

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 NIC HI.

Date:

Date:

Layne N. Silva
Director, Department of Liquor Control
County of Maui

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

Approved as to form and legality:

Date:

Date:

Scott Teruya
Finance Director, Department of Finance
County of Maui

Deputy County Attorney
County of Maui

REVIEWED AND APPROVED:

ACCESS HAWAII COMMITTEE

Date:

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