

TEXAS ETHICS COMMISSION

**Web Development Contract For
The Texas Ethics Commission Website Redesign Project**

CONTRACT # TEC-FY2024-01

**J. R. JOHNSON
EXECUTIVE DIRECTOR
TEXAS ETHICS COMMISSION
201 E. 14TH STREET, 10TH FLOOR
AUSTIN, TX 78701**

JULY 17, 2024

Contents

I. INTRODUCTION 2

 a. Parties 2

 b. Compliance with Procurement Laws..... 2

 c. Definitions 3

II. TERM OF CONTRACT..... 3

III. MILESTONE PAYMENTS 3

IV. *SCOPE AND BUDGET ADJUSTMENTS 3

V. NOTIFICATION..... 4

VI. CONFLICTING OR ADDITIONAL TERMS..... 4

VII. EXECUTION..... 5

I. INTRODUCTION

a. Parties

This contract for Website Development TEC-FY2024-01 (“Contract”) is entered into between the State of Texas, acting by and through the Texas Ethics Commission (hereinafter “TEC”) with its principal place of business at 201 E. 14th Street, SHB 10th Floor, Austin, TX 78701 and Monkee-Boy Web Design, Inc. (DIR-CPO-5204), a Domestic For Profit Corporation (hereinafter “Successful Respondent”), with its principal place of business at 11900 Jollyville Rd #202678, Austin, TX 78759.

b. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. TEC issued a solicitation, Request for Proposal TEC-FY2024-01 on May 6, 2024, for Website Development (the “RFP”). Upon execution of this Contract, a notice of award for TEC-FY2024-01 shall be posted by TEC on the Electronic State Business Daily.

For transactions under this Contract, the order of precedence shall be as follows:

1. DIR Contract, DIR-CPO-5204
2. This Contract
3. Exhibit 1, RFP TEC-FY2024-01, including all Addenda.
4. Exhibit 2, Successful Respondent’s Response to RFP TEC-FY2024-01, including all Addenda.

Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between TEC and Successful Respondent.

c. Definitions

Capitalized terms used but not defined have the meanings given to them in Exhibit 1, RFP TEC-FY2024-01.

II. TERM OF CONTRACT

The initial term of this Contract shall commence on the date of the last signature hereto and expire on August 31, 2025.

III. MILESTONE PAYMENTS

TEC will pay Successful Respondent the following milestone payments. By agreement of both parties, TEC and Successful Respondent may amend this contract to reflect pricing or milestone changes.

Phase	Description	DIR Pricing	Timeline
Digital Diagnostic (TEC Research & Planning)	Research, Diagnostics, Findings & Recommendations, Project Clarity	\$22,300	August 1, 2024 – September 30, 2024 (60 days)
Digital Strategy (TEC Website Design)	Wireframes	\$18,900	October 1, 2024 – January 31, 2025 (120 days)
Digital Strategy (TEC Website Design)	Content Strategy, Web Design, Prototyping	\$18,900	
Website Production (TEC Website Development)	Web Development, Content Services, SEO, Testing, Training, Documentation, Launch	\$89,900*	February 1, 2025 – July 30, 2025 (180 days)
Post Launch (TEC Warranty)	90-day Warranty, Growth & Stability Onboarding (if applicable)	Included	
	Project Investment Total	\$150,000	

Payments will be made according to the following sequence of events: (1) deliverable, (2) TEC sign-off, (3) invoice, and (4) payment. Invoices will be honored after the above sequence is completed and TEC has signed off as stated above.

IV. *SCOPE AND BUDGET ADJUSTMENTS

At any point before the commencement of the Website Production phase, Successful Respondent (Monkee-Boy) shall have the right to provide an updated Statement of Work (SOW) to Customer (TEC). This updated SOW may include adjustments to the project scope and budget based on findings, recommendations, and or new requirements or requests made by Customer during the Digital Diagnostic and Digital Strategy phases, or any other relevant factors identified during the project. Any such updates shall be subject to review and approval by Customer, and if accepted, shall be implemented through a formal contract amendment or addendum.

In the event that an updated SOW is proposed and is under review by Customer (TEC), Successful Respondent (Monkee-Boy) may continue work on the Website Production phase based on the originally approved budget of \$89,900, focusing on elements that the parties agree in writing are likely to remain consistent regardless of potential changes. Any work performed during this review period shall be compensated at the rates specified in the original contract, even if a revised SOW is subsequently approved. The timeline for completing the Website Production phase may be adjusted by written agreement of the parties to account for any delays caused by the SOW review and approval process.

During the Website Production phase, Successful Respondent shall be entitled to bill Customer on a monthly basis for work completed in the preceding month. These monthly invoices will reflect the actual work performed and progress made during that period, rather than predetermined milestones. The total billed amount for the Website Production phase shall not exceed the agreed-upon budget for this phase unless an updated SOW with a revised budget has been approved by Customer. Each monthly invoice shall include a detailed breakdown of the work completed and hours spent on various tasks.

V. NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

J.R. Johnson or Successor in Office
Executive Director
Texas Ethics Commission
201 E. 14th Street, SHB 10th Floor
Austin, Texas 78701
Phone: (512) 463-5800
Email: jr.johnson@ethics.state.tx.us

If sent to Successful Respondent:

Aaron Bramwell Founder / CEO
Monkee-Boy Web Design, Inc.
11900 Jollyville Rd #202678, Austin, Texas 78759
Phone: (512) 335-2221 Ext. 100
Email: aaron@monkee-boy.com

VI. CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, “Additional Agreements”), regardless of when such Additional Agreements are proposed, issued,

or accepted by Customer. Notwithstanding the foregoing, it is the Customer's responsibility to review any Additional Agreements to determine if the Customer accepts such Additional Agreement. If the Customer does not accept such an Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. If Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

VII. EXECUTION

This Contract is executed to be effective as of the date of last signature.

Monkee-Boy Web Design, Inc.

Authorized By: 

Name: Aaron Bramwell

Title: Founder / CEO

Date: July 17, 2024

The State of Texas, acting by and through the Texas Ethics Commission

Authorized By: 

Name: J.R. Johnson

Title: Executive Director

Date: July 17, 2024

The State of Texas, acting by and through the Department of Information Resources

Authorized By:  DocuSigned by:
EACA16B7EFC6463...

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 7/23/2024 | 9:00 AM CDT