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Tyler Technologies, Nebraska
1135 M Street Suite# 220
Lincoln, NE 68508
P: 402-471-7810

Nebraska Commission on Public Advocacy (NCPA) Website Implementation

Nebraska Commission on Public Advocacy

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Michael Vipond

Date: 3/4/2025

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC dba NIC Nebraska ("the Contractor") and is subordinate to and subject to all terms and conditions therein.

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1 Introduction

The Nebraska Commission on Public Advocacy ("NCPA" or "Partner") has tasked the Contractor with development of a new, modern, user-friendly website for Partner ("Website"). NCPA has collaborated with Jacht Ad Lab under the College of Journalism & Mass Communications at the University of Nebraska-Lincoln ("University"), a student-run advertising agency, for the Website's design. The Contractor will build the Website and implement the design created by the University for the Partner.

Executive/Project/Billing Contact
Chief Counsel, Todd W. Lancaster
Email: tlancaster@ncpa.ne.gov
Phone: (402) 471-8026

2 Project Overview

2.1 Objectives

The Contractor will create and launch a fully responsive, 508-compliant Website for the Partner. The Website will be built using Drupal to provide a more flexible and user-friendly platform for the Partner to manage and maintain Partner's content. The Contractor will implement the design provided by the Partner.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will provide a fully responsive solution.

2.2.1.2 The Website may, at Partner's request, include any of the following features:

a. Custom Website permissions to allow Website managers varying roles

b. Built-in calendar

c. Press release feed and built-in archive

d. Simple file and image update tools

e. Easy to use WYSIWYG site editor

f. Simple file and image upload tools

g. Image gallery and/or slider

2.2.1.3 The Contractor will assist with content mapping. The Contractor will build a sitemap to help the Partner organize the Website and visualize the overall flow.

2.2.1.4 The Contractor will implement Search Engine Optimization ("SEO") on the pages that the Contractor builds on the Website.

2.2.1.5 The Partner will provide the Contractor with all content for the Website.

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2.2.1.6 The Partner will review the overall status of the project as the Contractor adds content to the Website.

2.2.1.7 The Contractor will complete quality assurance testing on the Website before launching to ensure that the Website is 508 compliant and works on multiple devices and multiple browsers.

2.2.1.8 The Contractor will provide an hour of training to the Partner staff members that will be managing the Website before launching the Website.

2.2.1.9 The Contractor will work with the Partner to schedule a launch date and time for the Website as well as redirect the old website to the new Website.

2.2.1.10 Contractor will build the Website with a home page and other subsequent pages to be determined by the Partner.

2.2.1.12 Contractor may use a subcontractor for completion of work under this SOW, provided Contractor is solely responsible for fulfilling the SOW, with responsibility for all services provided and products to be delivered as stated in the SOW, and as further specified in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any content (text) for the Website.

2.2.2.2 If the Partner requests the Contractor to make any Website changes after the launch of the Website, the Partner will pay Contractor for the work, following the receipt of an invoice from Contactor using the rates established in the Master Contract.

2.2.2.3 The Partner will not create their own custom module for the Website.

2.2.2.4 The Partner will not install or update Drupal modules on the Website.

2.2.2.5 The Contractor will not provide any design work.

2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

2.3.1 **Must** - The function or referenced object has to meet the desired outcome outlined in this project.

2.3.2 **Should** - The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 **Credentials** – The required security information to access the application

2.3.4 **User** – Any member of the general public

2.3.5 **Data Store** – An organized collection of information

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2.3.6 **Published** – Information sent directly to a website viewable to the general public

2.3.7 **Administrator**- staff member of the Contractor

2.4 Assumptions

2.4.1 Contractor and Partner will mutually agree upon a timeline for completion of the project.

2.4.2 Partner's chief elected official or authorized official approves of the project and Partner is prepared to provide feedback and input when needed to adhere to agreed upon timeline for project completion.

2.4.3 All of Partner's key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.4 Partner will provide the Contractor with the Website requirements.

2.4.5 Partner will provide the Contractor with content, language, and text for the Website.

2.4.6 Partner will provide customer support for Contractor's business-related questions during normal business hours.

2.4.7 Partner will provide assistance with testing of the Website for business requirements.

2.4.8 Partner will provide the Contractor with the Website design.

2.4.9 The Contractor will communicate the running total of hours that have been spent on the project to date in bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.10 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.11 The Contractor and Partner must agree on a scheduled launch date for the Website.

2.4.12 The Contractor will deliver the following:

2.4.12.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.

2.4.12.2 Marketing assistance for agency services.

2.4.12.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.12.4 24 hours a day, 7 days a week technical support.

2.4.12.5 Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support.

2.4.13 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

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2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

2.5.2 Partner/Partner workload

2.5.3 Change(s) in staff

2.5.4 Change(s) in project scope

2.5.5 The Contractor availability

2.6 Milestones

2.6.1 Set up template for the Website

2.6.2 Implement design provided by Partner

2.6.3 Migrate content

2.6.4 Quality Assurance Testing

2.6.5 Partner Testing

2.6.6 Launch

3 Requirements

This SOW constitutes all project requirements. It is understood that the Website will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the “Project Team” will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the Project Team and could cause delays in the project timeline.

4 Terms and Conditions

Partner and Contractor agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as

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confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Nebraska Commission on Public Advocacy,
Chief Counsel
140 North 8th Street Suite 270
Lincoln, Nebraska, 68508
Email: tlancaster@ncpa.ne.gov
phone: 402-471-8087

Mailing Address: General Manager/Contractor
1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402-471-7810
Fax: 402-471-7817
Email: ne-support@egov.com

Mailing Address: Nebraska State Records Board
Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

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4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

4.9 Severability

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

a. Any amendments to the Master Contract;

b. The Master Contract;

c. An amendment to this SOW; or,

d. This SOW

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5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Drupal Website Development (Details in section 2 of SOW)	60 hours	$110.00/hour (*Initial Contract Period)*	$6,600.00 *One-time fee*
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	$1,320.00/year *(20% of total time and materials fees paid from row 1 above)* Billed on the anniversary date of site launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

5.2 Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment, in accordance with Section I.EE. of the Master Contract. The Partner shall pay invoices within 45 days, and otherwise in accordance with Section I.DD of the Master Contract.

5.3 Annual Maintenance Charge

- ☑ In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, Partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

6 Signatures

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Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:
Tanner Hughes
EDB886CDA03D462...

3/26/2025

Tanner Hughes, General Manager

Date

Nebraska Commission on Public Advocacy

Signed by:
Todd W. Lancaster
EC66074D5EAA4CE...

3/27/2025

Todd W. Lancaster, Chief Counsel

Date

Nebraska State Records Board (NSRB)

Signed by:
Robert B. Evnen
3B837E90FED5466...

4/8/2025

Secretary of State Robert Evnen, Chairperson

Date

DS
LE 3/24/2025