

**TEXAS ETHICS COMMISSION**

**Web Development SOW for Contract TEC-FY2024-01 Amendment:  
Phase II**

**The Texas Ethics Commission Website Redesign Project**

**CONTRACT # TEC-FY2024-01**

**JAMES TINLEY  
EXECUTIVE DIRECTOR  
TEXAS ETHICS COMMISSION  
201 E. 14<sup>TH</sup> STREET, 10<sup>TH</sup> FLOOR  
AUSTIN, TX 78701**

**MAY 16, 2025**

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**I. INTRODUCTION**

a. Parties

This Amendment to TEC-FY2024-01(“Amendment”) 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. 14<sup>th</sup> Street, SHB 10<sup>th</sup> 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 Amendment complies with applicable procurement laws of the State of Texas and is agreed to pursuant to Section IV of TEC-FY2024-01. TEC issued a solicitation, Request for Proposal TEC-FY2024-01 on May 6, 2024, for Website Development (the “RFP”).

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

1. TEC-FY2024-01 Amendment: Phase II
2. DIR Contract, DIR-CPO-5204
3. Contract TEC-FY2024-01, including all Addenda.
4. Exhibit 1, RFP TEC-FY2024-01, including all Addenda.
5. 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 constitutes 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 Amendment shall commence on the date of the last signature hereto and expire on August 31, 2026.

**III. MILESTONE PAYMENTS AMENDMENT - PHASE II**

TEC will pay Successful Respondent (Monkee-Boy Inc.) the following milestone payments. By agreement of both parties, TEC and Successful Respondent may amend this Amendment to reflect pricing or milestone changes.

<b>Phase</b>	<b>Description</b>	<b>DIR Pricing</b>	<b>Timeline</b>
CONTENT Governance, /Load Migration	<b>Additional Time Needed For:</b> - Content governance of consolidated content - Increased complexity of some content pages - Oversight, organization & communication related to migratable content repositories	100 hrs x \$145.00 = \$14,500.00	Phase II starts on the date this amendment is signed by DIR – August 31, 2026
Development	<b>Additional Time Needed For:</b> - Complexities associated with required content tools, integrations, & migrations - Campaign Finance search and reports - Padding for additional unknowns that won't be discovered until the website production begins	460 hrs x \$145.00 = \$66,700.00	Phase II starts on the date this amendment is signed by DIR – August 31, 2026
Quality Assurance	<b>Additional Time Needed For:</b> - Testing increased complexity of the known tools outlined in the original RFP - Campaign Finance search and reports - Expanded accessibility testing of new / more complex tools - Internal TEC hosting review & testing	80 hrs x \$145.00 = \$11,600.00	Phase II starts on the date this amendment is signed by DIR – August 31, 2026
Training / PM	<b>Additional Time Needed For:</b> - Increased documentation of new / more complex tools - Increased collaboration with the amount of content management tools identified - Increased time for documentation &	60 hrs x \$145.00 = \$8,700.00	Phase II starts on the date this amendment is signed by DIR – August 31, 2026

	training to ensure the TEC team is set up for success.		
	Project Investment Total for Phase II	<b>\$101,500.00</b>	

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 \$150,000, 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. Additional budget adjustment for Contract Amendment Phase II is not to exceed \$101,500.00. Total Project budget including Phase I and Phase II is not to exceed \$251,500.00.

During the Website Production phase, and Website Phase II, 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 and Website Phase II, shall not exceed the agreed-upon budget for each 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. TEC RESPONSIBILITIES / MBOY ASSUMPTIONS**

- Budget revisions include the following assumptions from the original RFP.**Content Generation:** TEC will handle the following:
  - Converting selected HTML pages to PDFs (Opinions, Rules)
  - Moving/Converting Videos to TEC’s YouTube channel
  - Creating Video Transcripts for videos embedded on the site & providing them to MBoy in PDF format

- Re-sizing Images (MBoy will provide specs where needed)
- Providing Image Alt Descriptions
- **PDF Accessibility:** Monkee-Boy does not offer PDF remediation services. If PDF accessibility is required, an organization called [RemDoc](#) has been recommended by an accessibility partner. Any/all services or expenses related to this fall outside the current scope/budget.
- **Trivantis Player:** All content associated with the Trivantis Player ([Executive Training](#) section) was marked as “Keep” during the TEC content audit. TEC is responsible for migrating this content to YouTube and providing MBoy with link(s) to the video(s) and where this content should exist within the site structure.

**Hosting:** TEC will provide website hosting and handle all aspects of installing WordPress according to the [WordPress requirements](#). MBoy has allocated additional time to review TEC’s internal setup and help troubleshoot access, connectivity, and promotion of files.

## VI. NOTIFICATION

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

**If sent to the State:**

James Tinley or Successor in Office  
Executive Director  
Texas Ethics Commission  
201 E. 14<sup>th</sup> Street, SHB 10<sup>th</sup> Floor  
Austin, Texas 78701  
Phone: (512) 463-5800  
Email: [james.tinley@ethics.state.tx.us](mailto:james.tinley@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](mailto:aaron@monkee-boy.com)

## VII. CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of the signed 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 the signed 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.

### VIII. EXECUTION

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

Monkee-Boy Web Design, Inc.

Authorized By: Aaron Bramwell

Name: Aaron Bramwell

Title: Founder / CEO

Date: 7/3/2025

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

Authorized By: James Tinley

Name: James Tinley

Title: Executive Director

Date: 7/3/2025

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: 7/7/2025 | 7:49 AM CDT