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NEBRASKA INTERACTIVE
An NIC Inc. Company
301 South 13th Street Suite 301 Lincoln, NE 6808 | Office: 402.471.7810 | Fax: 402.471.7817

Contract #898

SCANNED AND CODED

1637896
#15939

Statement of Work

New Nebraska Department of Natural Resources Meadowlark Website

Nebraska Department of Natural Resources (DNR)

Manager: Nebraska Interactive, LLC
Project Manager: Ashly Eickmeier
Date: 5/12/2016

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

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1. Introduction

- **Current Process:** Agency currently manages their existing website through the Orchard content management system. The existing Agency website is not responsive.
- Nebraska Interactive will redesign Agency website to be responsive.
- Nebraska Interactive will move the Agency website from Orchard to Meadowlark.

2. Project Overview

2.1 Objectives

- Nebraska Interactive will build a fully responsive, 508 compliant, redesigned website for the Agency. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the agency to manage and maintain the website.

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will provide the Agency with two mockups of website design layouts
- The Agency will choose a mockup (allowing for time for Nebraska Interactive to make revisions)
- Once a mockup is approved, Nebraska Interactive will begin building the new Agency website
- The Agency's Meadowlark website may include any of the following features:
  - Custom website permissions to allow website managers varying roles
  - Built-in calendar
  - Press release feed and built-in archive
  - Easy to use WYSIWYG site editor
  - Simple file and image upload tools
  - Gallery and/or slider
  - Google Translate to translate text on website
  - Monthly Google Analytics Reports
  - Broken link report
- Nebraska Interactive will help with content mapping. NI will build a sitemap to help the Agency organize their new website and visualize the overall flow.
- The Agency will provide Nebraska Interactive with the content for the website
- Nebraska Interactive will build all website pages as well as add documents and images
- Nebraska Interactive anticipates that there will be 1,500 web pages on the new Nebraska Department of Natural Resources website
  - Total anticipated hours Nebraska Interactive will spend on the project: 347 hours
    - Design phase – 25 hours
    - Content Phase – 20 hours
    - Development Phase – 302 hours
- The Agency will review the overall status of the project as Nebraska Interactive adds content to the website
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers
- Nebraska Interactive will provide an hour of training to the Agency staff members that will be managing the new website before launching the new website
- Nebraska Interactive will work with the Agency to schedule a launch date and time for the new website as well as redirect the old website to the new

2.2.2 Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Agency website.

- If the Agency requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Agency for the time spent.

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 -** 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) 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

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

2.3.7 **Administrator-** staff member of Nebraska.gov

2.4 Assumptions

- Agency director approves of the project and is prepared to provide feedback and input when needed.
- All Agency key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- Agency will provide Nebraska Interactive with the requirements of new website.
- Agency will provide Nebraska Interactive with content for new website.
- Nebraska Interactive will communication the running total of hours that Nebraska Interactive has spent on the project so far in bi-weekly project status reports sent by email to key stakeholders.
- Nebraska Interactive will communicate remaining steps to finish project with the Agency in the bi-weekly project status reports sent by email to key stakeholders.
- Nebraska Interactive will communicate scheduling of launch date and time to Agency.
- See section 2.2 for full project scope

2.5 Constraints

- Agency/Partner workload
- Change(s) in staff
- Change(s) in project scope

2.6 Milestones

- Design Phase – target completion date: 7/1/2016
- Content Phase – target completion date: 10/15/2016
- Development Phase – target completion and launch date: 2/15/2017

3. Requirements

The following sections constitute all application requirements. It is understood that the application 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 Manager agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the control of Manager.

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:	Gordon W. "Jeff" Fassett, P.E., Director Nebraska Department of Natural Resources 301 Centennial Mall South Lincoln, Nebraska 68509-4676
Phone:	402-471-2363
Fax:	402-471-2900
Email:	jeff.fassett@nebraska.gov
Mailing Address:	General Manager/Network Manager 301 S 13, Suite 301 Lincoln, NE 68508
Phone:	402 471 7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.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 Manager may 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. 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 Manager may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

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 Manager 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 Manager, 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
d. This SOW

5. Invoicing and Payment

	Project Type	Hours Estimate	Cost Estimate
1	Design and Development of new Website (Details in section 2.2.1)	347 hours	$13,880.00 *One-time fee*
2	Annual Maintenance (Does not include Content Management Requests)	N/A	$2,776.00/year *(20% of total time and materials fees paid from row 1 above)*
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% 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. 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. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

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6. Signatures

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
Authorized Party

Brent A. Hoffman
Print Name

Signature

5/31/16
Date

Nebraska State Records Board
Authorized Party

Secretary of State John Gale, Chairman

JOHN A. GALE
Print Name

Signature

7/14/16
Date

Nebraska Department of Natural Resources (DNR)
Authorized Party

Gordon W. Fassett
Print Name

Gordon W. Fassett
Signature

5/13/16
Date

APPROVED
BY NDNR LEGAL COUNSEL
RT DATE 5/12/16