

Statement of Work

Conversion of Documents for WCAG 2.0 Compliance



CONTENTS

Introduction / Background	3
Scope	3
Deliverables & Activities during the engagement	3
Reports and Meetings	3
Period of Performance / Schedule	3
Points of Contact	3
Invoices and Payment / Acceptance Criteria	4
ERS/Vendor-Furnished Equipment	4
Additional Requirements & Assumptions	4
Vendor Response	4
Staff capabilities	4
Service capabilities	4
Pricing	5
Change Requests	5
Signatures / Acceptance	6

INTRODUCTION / BACKGROUND

The Employees Retirement System of Texas (ERS) is a constitutional trust fund established as mandated by Article XVI, Section 67, Texas Constitution, and further organized pursuant to Subtitle B, Title 8, Texas Government Code, as well as 34 Texas Administrative Code, Sections 61.1, et seq. ERS administers a retirement and disability pension plan for state employees, law enforcement and custodial officers, elected state officials and two classes of judges (in this context, hereinafter referred to as Members). ERS invests state and Member contributions in the retirement trust funds and administers the trust funds with a fiduciary obligation to the members and retirees of ERS who are its beneficiaries. ERS also administers the Texas Employees Group Benefits Program, which consists of health benefits, life insurance and other optional benefits, to participating individuals eligible to receive those benefits under applicable law.

SCOPE

The goal of this project is for an experienced vendor to make ERS publications accessible, in compliance with Web Content Accessibility Guidelines (WCAG) 2.0. This engagement will include conversion of various PDF publications into compliant material and certify that the publications are WCAG 2.0 compliant.

DELIVERABLES & ACTIVITIES DURING THE ENGAGEMENT

On a regular basis, ERS will provide the PDFs that need work by the vendor. The assignment will include the number of pages and the due date for each PDF. The vendor will provide estimated production cost for each PDF using the Pricing table. The maximum amount of account management hours may not exceed two hours per document. After converting each document, the vendor will test the document and certify, in writing (ideally with the accessibility report generated from an automated test), that the PDF meets the WCAG 2.0 as published at <https://www.w3.org/TR/WCAG20/> and Sect on 504 of the Rehab itation Act and the 1990 Americans with Disabilities Act.

The amount of work ERS requests each month will vary, with the heaviest workloads expected in May, June, August and September or October. There might be some months when there is very little or no work.

ERS also might ask for the vendor's advice on WCAG 2.0 best practices on a limited basis, if applicable.

REPORTS AND MEETINGS

1. ERS and the vendor will schedule and conduct an initial meeting with staff to confirm expectations and processes, and determine the schedule for follow-up meetings.
2. The vendor will provide a written estimate for work submitted by ERS. ERS will approve or decline the work based on the estimate.
3. ERS will provide vendor with full access to the relevant functional, technical, and business resources with adequate skills and knowledge as requested.
4. The vendor will have staff available to answer questions regarding billing and invoices.
5. The vendor will provide publication-ready documents for acceptance to ERS.
6. The vendor will provide written WCAG 2.0 certification statements, preferably using the accessibility report generated from the automated test.

PERIOD OF PERFORMANCE / SCHEDULE

The term of service for this Statement of Work commences upon signature by all parties on the Signature Page and ends in three years. This SOW may be amended or extended upon written agreement of the Contracting Parties, especially as rules and WCAG guidelines change – see the Change Requests section for this procedure.

POINTS OF CONTACT

The contact for this SOW solicitation will be the ERS Purchasing section; they can be contacted at purchasing-all@ers.texas.gov.

After award, the contract, content and work assignments must be coordinated with the Assistant Director of the Benefits Communications Division:

Glenda Workman
200 E. 18th Street, Austin, Texas 78701
(512) 867-7664
Glenda.Workman@ers.texas.gov

INVOICES AND PAYMENT / ACCEPTANCE CRITERIA

The vendor agrees that ERS will review all project deliverables submitted by the vendor and make all suggestions for modification within 15 business days. The vendor agrees that the ERS is the sole determination of completeness of the vendor's work, and final acceptance all work by the vendor is dependant upon acceptance by ERS' Director of the Benefits Communications Division, or her designee.

ERS will pay an invoice for the services when the monthly publications and certifications are submitted and accepted by ERS, in accordance with the Prompt Payment Act. ERS will create one purchase order for the estimated work during the fiscal year.

The vendor must submit invoices to ERS by mail: P.O. Box 13207, Austin, Texas 78711-3207, or by email: ap@ers.texas.gov, with cc to Glenda.Workman@ers.texas.gov.

ERS/VENDOR-FURNISHED EQUIPMENT

The vendor must furnish all equipment, hardware and software for the completion of the work.

ADDITIONAL REQUIREMENTS & ASSUMPTIONS

1. Vendor will provide a copy of their standard Certificate of Insurance (COI) prior to the commencement of services.
2. The vendor agrees to sign a Non-Disclosure Agreement for the term of this engagement.
3. The vendor may not access ERS member information, internal ERS systems or databases.
4. In the event of a breach of vendor's obligations, vendor will be liable for direct and consequential damages and any other remedies to which ERS may be entitled. This remedy is cumulative of any and all other remedies to which ERS may be entitled under the contract and other applicable law.

VENDOR RESPONSE

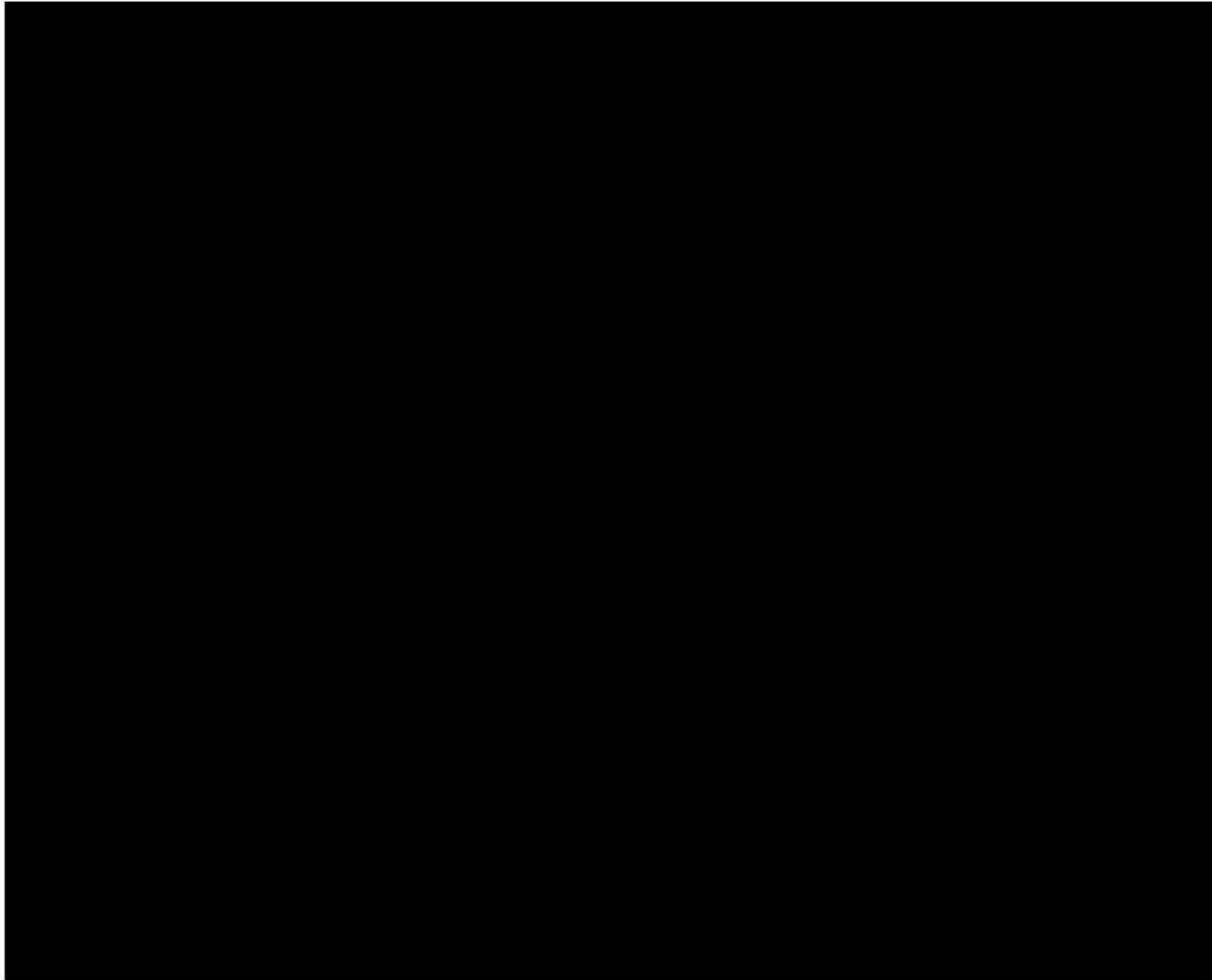
Vendor should use this section to provide descriptions of any changes, assumptions, exclusions and clarifications to the SOW services.

Texas Creative does not have any changes to the ERS Statement of Work.

STAFF CAPABILITIES

Vendor should use this section to describe the staff assigned to the services and their qualifications. Please include their contact information (Name, position, phone number, mobile number and email).





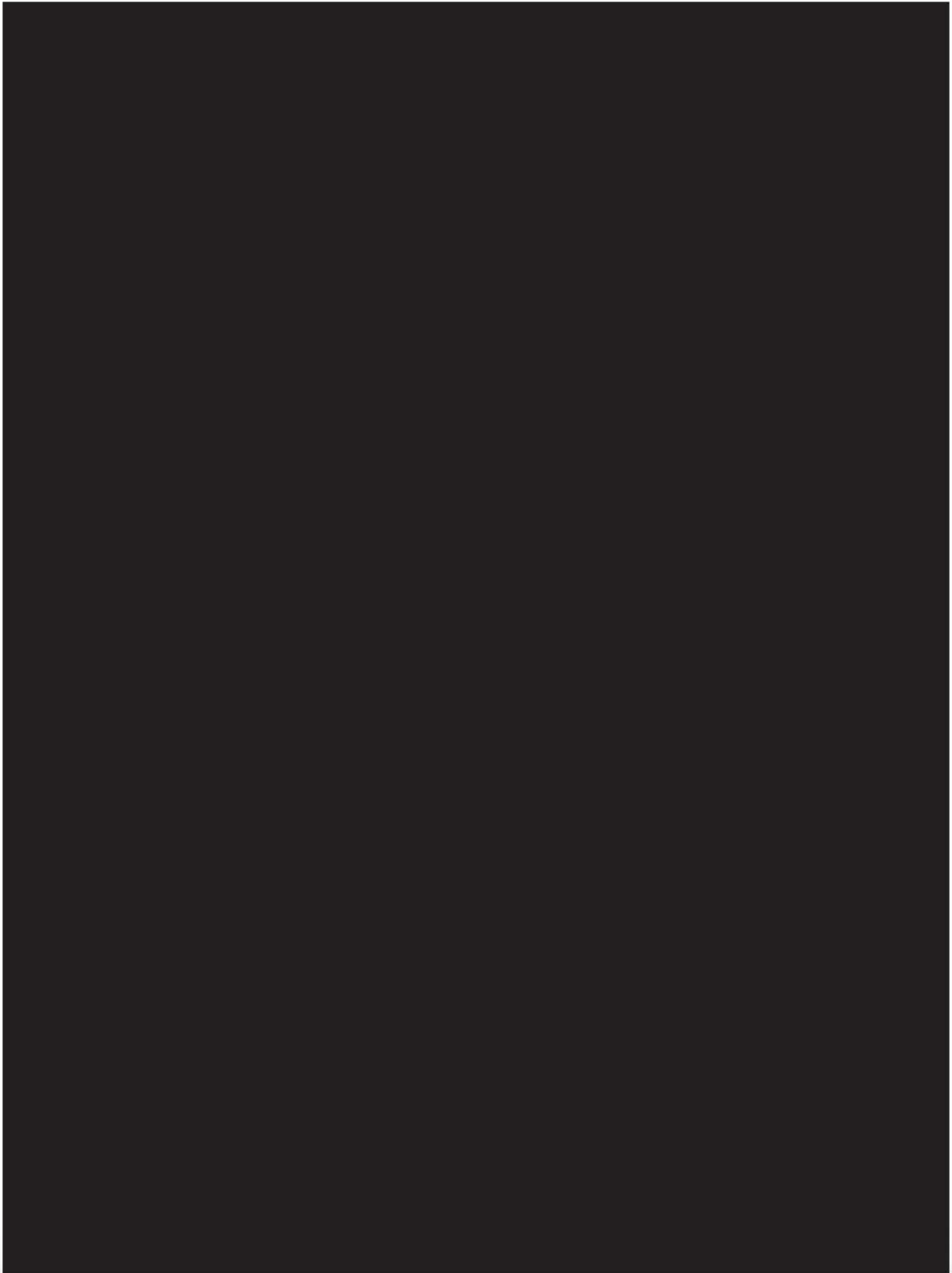
SERVICE CAPABILITIES

Vendor should use this section to describe the services to be provided. Please also provide redacted sample reports with your SOW submission.

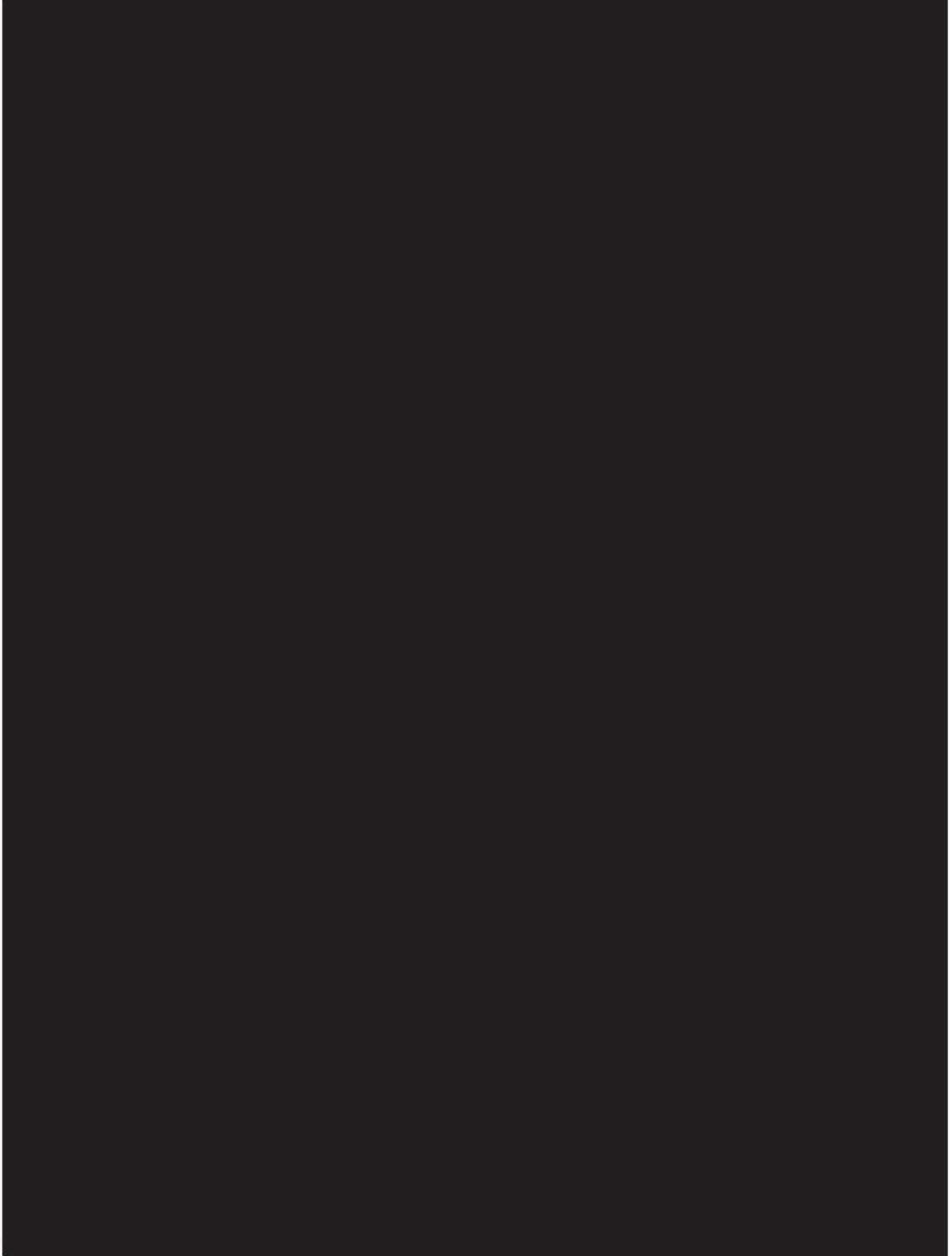
Texas Creative will assist with all ERS documents and forms to ensure they are compliant. More organizations are concerned with achieving accessibility compliance while their digital documents are rapidly accumulating on websites everywhere. Our verification and remediation services provide an accurate, comprehensive and cost-effective way to achieve compliance with Section 508, WCAG 2.0, PDF/UA 1.0 and HHS compliance for public-facing, popular or large volumes of PDF documents and forms. With Texas Creative [REDACTED] you get complete confidence. The [REDACTED] Report is your ironclad guarantee of full compliance with WCAG 2.0, HHS, Section 508 and PDF/UA.

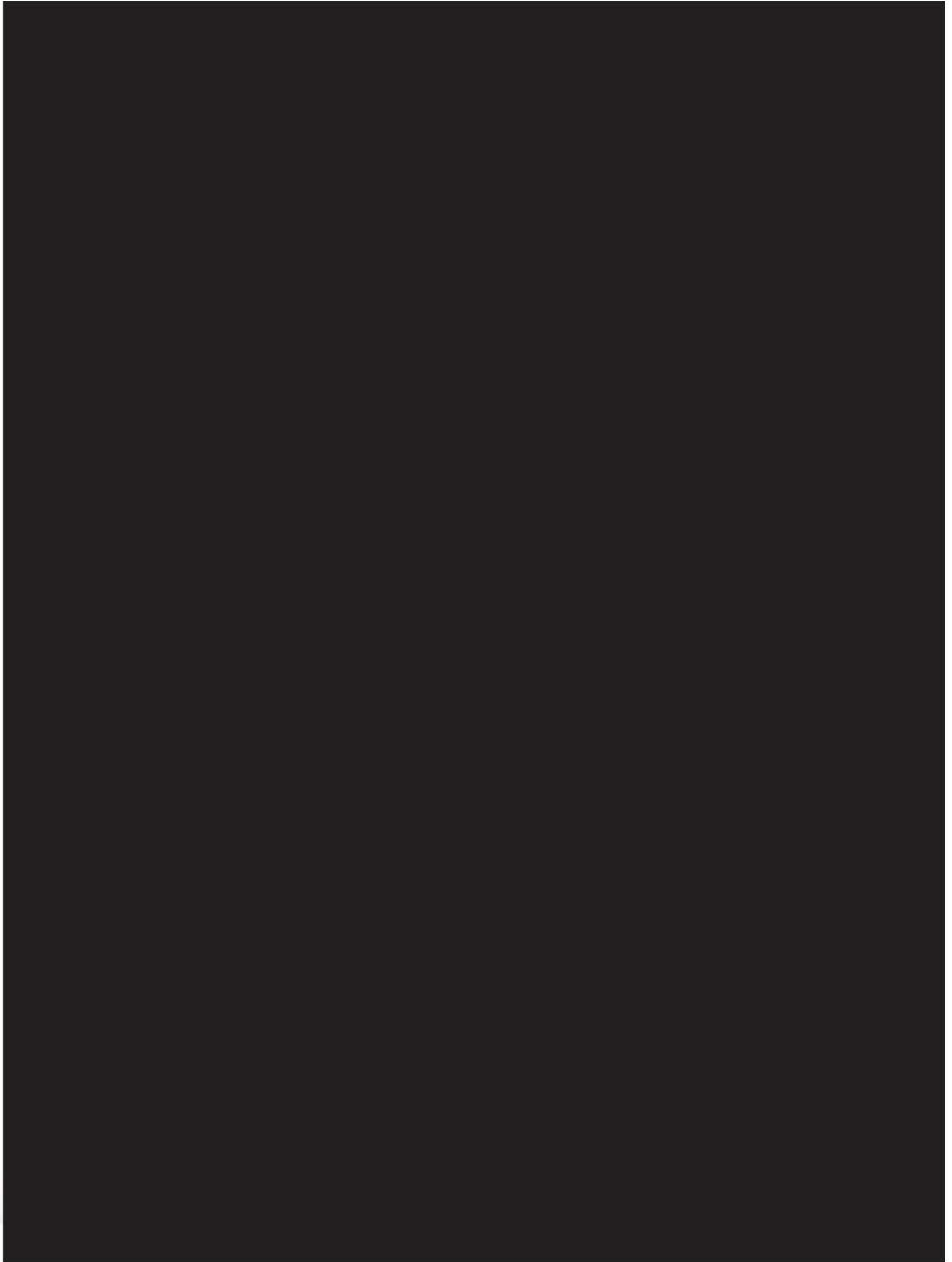
Below is a sample of a Compliance Report that shows how we guarantee our remediation work and details how each applicable checkpoint of the standard is met. This report is provided as an accessible HTML file for each document we remediate and recommend that ERS keep the report wherever they store their document locally.

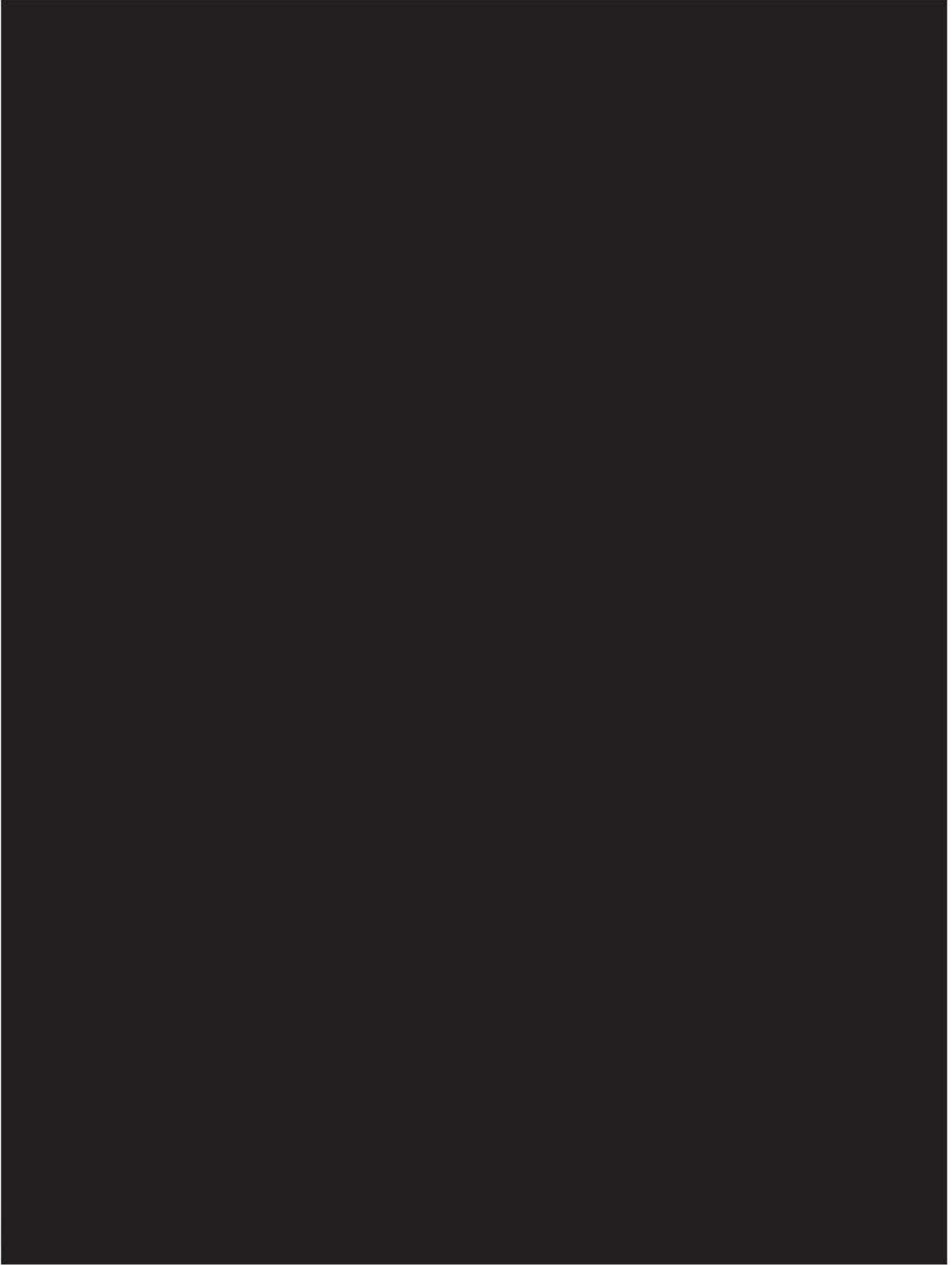


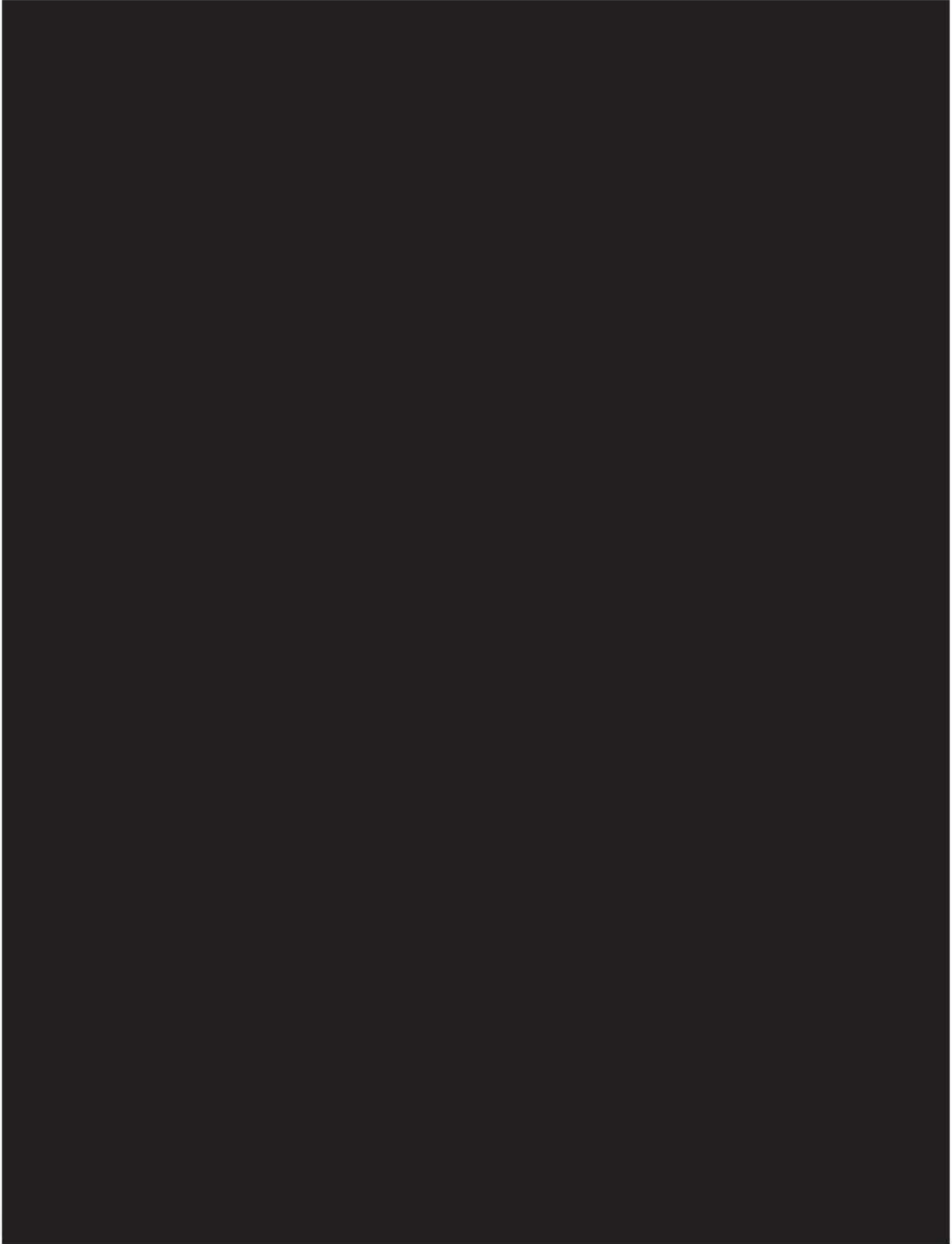














PRICING

The pricing listed below includes all the SOW costs – add lines, if necessary, for costs which should be considered, but are not listed in the table. Finally, these are the fixed-fee, total, and complete costs to deliver the services described in the SOW. Travel is not reimbursable for this project.

Texas Creative submits the following fixed-fee pricing under DIR-TSO-4305. Each ERS PDF will be priced according to the functions listed below.

Description	Unit	DIR Cost	
Account Management	Per hour	\$ 100.75	
Project Coordinator	Per hour	\$43.07	
Accessibility Audit - Consulting, research, recommendation for Audit process	Per hour	\$100.75	
Quoted Services Per SOW			
WCAG PDF Accessibility – Regular pages (client to provide alt-text when images/formulae require subject matter expertise)	Per Page	\$9.58	
WCAG PDF Accessibility – Complex pages (extensive content, multi-layered graphics, scanned pages requiring OCR, etc.)	Per Page	\$14.36	
WCAG PDF Accessibility – Extensive Table Content	Per Page	\$17.96	
WCAG PDF Accessibility – Simple Fillable Forms	Per Page	\$59.85	
WCAG PDF Accessibility – Medium Fillable Forms	Per Page	\$107.73	
WCAG PDF Accessibility – Extensive Fillable Forms	Per Page	\$179.55	

If ERS should request any design work, Texas Creative will use the following functions when estimating a new project.

Description	Unit	DIR Cost	
Account Management	Per hour	\$ 100.75	
Project Coordinator	Per hour	\$43.07	
Senior Graphic Designer	Per hour	\$100.75	
Graphic Designer	Per hour	\$ 88.66	

CHANGE REQUESTS

ERS and vendor affirm they are fully committed to completing each unit of work. All scope and pricing changes to the SOW must be reviewed by both ERS and vendor. The following outlines the change request procedure:

1. ERS and vendor will discuss the change request and mutually agree on the scope of the change.
2. ERS and the vendor's representative will document the change.
3. The vendor will determine the impact to the schedule and cost impact, if any.
4. ERS and vendor will make an addendum to the Statement of Work.
 - The vendor and ERS will sign the change request which contains the information listed in steps 1-4 above.
 - If required, change orders and corresponding amendments must be submitted to Texas Department of Information Resources (DIR) for their review and approval. An amendment to the SOW will hold the highest order of precedence in the SOW.

SIGNATURES / ACCEPTANCE



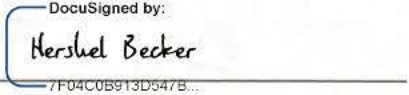
<p>Accepted by: <u>Texas Creative</u> (Respondent Name)</p> <p>Signature: </p> <hr/> <p>Print Name: <u>Jamie Allen</u> Title: <u>COO</u> Date: <u>11/20/2020</u> Email: <u>jamie@texascreative.com</u> DIR Contract #: <u>DIR-TSO-4305</u></p>	<p>Accepted by: Employees Retirement System of Texas</p> <p>Signature: </p> <hr/> <p>Print Name: Porter Wilson Title: Executive Director Date: <u>12/11/2020</u></p>
	<p>Accepted by: Texas Department of Information Resources SOW ID# ERS-000037</p> <p>Signature:  <small>7F04C0B913D547B...</small></p> <hr/> <p>Print Name: Hershel Becker Title: Chief Procurement Officer Date: <u>12/17/2020 8:00 PM CST</u></p>

Exhibit A – NonDisclosure Agreement