

Statement of Work
Public Website Redesign
FY 2022



CONTENTS

Introduction / Background 3
Scope 4
Deliverables & Activities during the engagement 4
Requirements, Reports and Meetings 6
Period of Performance / Schedule..... 6
Points of Contact 6
Invoices and Payment / Acceptance Criteria 7
ERS/Vendor-Furnished Equipment..... 7
Additional Requirements..... 7
Vendor Response..... 8
Staff capabilities 8
Service capabilities 9
Schedule of Events and Response Milestones..... 9
Pricing 9
Change Requests 9
Signatures / Acceptance 10

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 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 and eligible dependents who are its beneficiaries. ERS also administers the Texas Employees Group Benefits Program (GBP), which consists of health benefits, life insurance and other optional benefits, to participating individuals eligible to receive those benefits under applicable law.

The Benefits Communications Division (BCOM) of ERS is responsible for communicating with program participants and other audiences - educating them about how their benefits work, the value of those benefits, and statewide and nationwide issues that could affect the cost and availability of employer-sponsored benefits. Although State of Texas employees and retirees are our primary audiences, BCOM also communicates with human resources professionals at State of Texas agencies and higher education institutions (who are often the first source of benefits information for ERS members) and assists with communications to state legislators and other stakeholders, such as state employee and retiree organizations and the public at large.

The ERS website is one of our primary means of communications with our key audiences. It is made up of nearly 2,150 pieces of content on approximately 600 pages. During March 2021, we had nearly 160,866 visitors viewing over 703,558 page views. The current site was redesigned in 2016, following extensive usability studies. The content organization is task-focused for primary user segments, which include:

- members,
- retirees,
- and agency and institution employers.

The site is mainly used for member education as users and agency Benefits Coordinators come to this site to find enrollment and eligibility information about their benefits plans. However, they also use it to access their online accounts, ERS event registration and to request assistance via online forms. In addition, we use the site to educate our :

- members about ERS' role as most users are not ERS employees and
- Benefits Coordinators about necessary processing information through the Benefits Coordinators Community Group.

This Statement of Work (SOW) is for an assessment and redesign of the ERS public website. The primary audience who utilizes the website are generally: (1) ERS members and retirees, (2) state agency and institution employers, (3) state government officials and their staffs, and (4) state employee and retiree organizations. In addition, the secondary audience of prospective employees / job seekers, and vendors and organizations who want to do business with ERS use the website.

The website is currently maintained primarily by BCOM, by the Website Administrator, who oversees website projects and content management, including content structure, quality control, and accessibility. A number of third-party applications add functionality to the website, including the following:

- Event registration
- Live streaming of Board meetings
- Electronic subscription management service
- Social media
- Employee Benefits System
- GoogleAnalytics

SCOPE

The vendor will conduct a thorough assessment of the website and how it addresses the needs of its visitors, providing ERS with visitor personas, recommendations for immediate and long-term changes to the site, and recommendations for content optimization and prioritization. The scope of work for the Website Redesign Project involves all planning, execution, implementation, and training for the ERS public-facing internet site.

1. Identify the needs of our audiences
2. Analyze the current site for potential improvements

DELIVERABLES & ACTIVITIES DURING THE ENGAGEMENT

1. PLANNING

In conjunction with ERS, vendor conducts a kickoff meeting:

- a. Identify key stakeholders, who will participate in developing the definition of requirements for success.
- b. Identify solution goals, business drivers, and success criteria, which will help to define business requirements.
- c. Determine the timeline of the project and assign vendor resources.

2. DISCOVERY

In conjunction with ERS, during the discovery phase, the vendor conducts interviews with the ERS Project Team and other ERS staff as necessary to understand the vision, mission, and measurable goals for the website. Work conducted in this phase includes:

- a. Assess and document internal and external stakeholder needs and preferences.
- b. Conduct a baseline usability test of the current ERS site to identify user performance and satisfaction metrics.
- c. Review/analyze customer service email/calls.
- d. Review/analyze Web logs and search logs.
- e. Set measurable usability objectives.
- f. Determine usability test strategy and select usability test methodology.

3. DESIGN

In conjunction with ERS, during the design phase, the vendor will:

- a. Develop user profiles (list of user characteristics) through focus groups, surveys or interviews with end-users.
- b. Develop task matrix (tasks ranked by user groups), task lists (ranked by importance, frequency, and feasibility), and task flow/process diagrams (diagram of steps in a task/process).
- c. Make recommendations for changes to the site (immediate and longer term), including recommendations on changes required for best practices in model development.
- d. Provide a website design that is accessible, visually appealing, intuitive, and easy to use that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content edit, versioning, and content scheduling.
- e. Provides design that conforms to State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 and the Web Content Accessibility Guidelines (WCAG) 2.0 (as applicable).
- f. Provide consultation on user-interface (UI) designs to ensure layout, design and organization is useful, usable and responsive (mobile-friendly).

- g. Accommodates responsive design to easily change between various screen resolutions and sizes such that devices such as tablets, smartphones, and other devices and operating systems using Android, iOS, Windows, or Linux, can effectively use the site.
- h. Conduct usability test of prototypes, wireframe mock-ups, or low-level prototypes of information architecture.

4. IMPLEMENTATION

In this phase, the vendor will analyze current site structure and make recommendations for improvements based on user needs and task characteristics, and implement new website design. The vendor will:

- a. Organize site content and main categorization based on users' needs.
- b. Develop and provide wireframes, page schematics and interface specifications based on research-based usability engineering practices to assist design and programming teams in implementation of site organization.
- c. Provide website design documentation: Detailed style guidelines that stylesheets can be created from.
- d. Perform terminology and labeling analysis to ensure site is using logical and intuitive terminology based on users' knowledge levels.

5. TESTING, SUPPORT, DOCUMENTATION, AND TRAINING

After all changes are complete on the website, vendor will:

- a. Validate the design through a prototype usability study with site users
 - Provide comparative data from baseline usability testing of original site and prototype testing
 - Report findings ranked by severity.
- b. Train Benefits Communications Division (BCOM) support staff on the new web site maintenance (if applicable).
- c. Test for Accessibility
 - Provide a description of the evaluation methods the vendor will use to validate for conformance to the Revised 508 Standards such as hands on testing, a Voluntary Product Accessibility Report (VPAT) or Accessibility Conformance Report (ACR) that indicates the level of accessibility of their design.
 - All websites must follow Federal 508 accessibility requirements and WCAG 2.0 AA standards and be tested for accessibility before acceptance by ERS. For sites developed outside of ERS, the vendor must contract with a third party with expertise and a proven track record in accessibility testing. This company must evaluate the site and produce a report that verifies the site is compliant to WCAG 2.0 AA. The report must be submitted to the ERS Contract Oversight team for inclusion in the contract file.
 - The awarded vendor must employ real users with disabilities for manual testing. Vendor must provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Vendor shall validate, by title, if all accessibility requirements have been met.

REQUIREMENTS, REPORTS AND MEETINGS

1. The vendor will schedule and conduct meetings with appropriate business staff at ERS.
 - a. Vendor will conduct frequent, recurring status meetings that will be held with appropriate staff.
2. ERS will receive a project update from the vendor at an agreed upon day and time, at an interval to be agreed upon by ERS and the vendor. It will contain the items listed below in 2a-2e to facilitate discussion about the deliverable status and all pending items:
 - a. Issues or punch-list items which need to be reviewed, in a recommended priority or impact order.
 - b. Risks and/or potential hurdles that may impact deliverables.
 - c. Issues pending ERS feedback will be assessed during the update.
 - d. Items with no due date will be noted for review and assignment at a later time.
 - e. Change requests.
3. The vendor shall complete all activities using resources based in the United States.
4. ERS will provide vendor necessary information regarding current website.
5. All work for the project can be completed either offsite or at ERS headquarters.
6. ERS will make available authorized personnel during the project with a working knowledge of core business environments..
7. ERS and the vendor will participate in deliverables and planning sessions for which their input is required, when given adequate notice. Such planning sessions may occur remotely or at ERS headquarters.
8. ERS will provide vendor with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
9. Vendor will provide names, professional qualifications, and demonstrated experience for all persons assigned to perform the work at time of its SOW proposal submission. All vendor personnel assigned to work on the project must demonstrate their current knowledge and expertise.
10. All document deliverables must be in formats (hard copy and electronic) as requested by ERS - at a minimum, the formats must be in industry accepted standards (e.g., PDF, MS Word, MS PowerPoint, MS Project).
11. ERS utilizes Bootstrap 4 for layout and design and adheres to industry standards in regards to HTML and CSS. All design aspects should use these formats and any customizations outside of the standard shall be provided to ERS for implementation. These should include either a fully realized style sheet or a style guide from which a stylesheet can be prepared and include style elements for color, sizing, spacing, fonts and other design aspects.

PERIOD OF PERFORMANCE / SCHEDULE

The term of service for this Statement of Work commences upon last signature on the Signature Page, or DIR signature (if required), and shall extend until acceptance of the final deliverable. The contract term shall be two years, or when the last deliverable is completed and accepted by the ERS Project Sponsor or her designee, whichever is earlier. The term may be extended upon execution of an amendment to this SOW.

POINTS OF CONTACT

The contact for this SOW solicitation will be the IS Administration section; they can be contacted at isadministration@ers.texas.gov.

After award, contract communications for this SOW must be directed to ERS Contract Manager:

Glenda Workman
200 E. 18th Street, Austin, Texas 78701
glenda.workman@ers.texas.gov

After award, issues must be coordinated with the Project Sponsor at ERS or their designee(s):

Kathryn Tesar
Director of Benefits Communications
200 E. 18th Street, Austin, Texas 78701
Kathryn.Tesar@ers.texas.gov

INVOICES AND PAYMENT / ACCEPTANCE CRITERIA

The vendor agrees that ERS will review all draft deliverables submitted by the vendor and the vendor will make all changes to the report(s) which are in scope of the SOW within 15 business days. The vendor agrees that ERS is the sole determination of completeness on the deliverable, and final acceptance all work by the vendor and the deliverables are dependent upon acceptance by ERS Project Sponsor.

ERS will pay an invoice for the services when the deliverables are submitted and accepted by ERS, in accordance with the Prompt Payment Act (Texas Government Code, Chapter 2251).

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

ERS/VENDOR-FURNISHED EQUIPMENT

N/A

ADDITIONAL REQUIREMENTS

1. The selected vendor agrees to sign a Non-Disclosure Agreement (NDA) for the term of this engagement (see Exhibit A). Staff who are assigned to work on the SOW must sign an NDA Acknowledgement.
2. If the selected DIR Prime vendor decides to subcontract any part of the contract in a manner that is not consistent with DIR's HUB subcontracting plan (Appendix B of the DIR Cooperative Contract), the selected DIR Prime vendor must comply and submit a revised HUB subcontracting plan to DIR before subcontracting any of the work under the SOW. No work may be performed by a subcontractor before DIR has approved a revised HSP for the Cooperative Contract.
3. The vendor agrees that all work done under this SOW is considered Work for Hire.
4. The vendor has no rights to ERS data and may not keep or use ERS data in future engagements. No ERS data and work products can be maintained by the vendor in any format or on vendor equipment during this engagement or after the contract has ended.
5. For transactions under this agreement, the order of precedence is the DIR master contract and appropriate DIR appendixes, and the Website Redesign SOW (this document).
6. Public Information Act.

ERS is required to provide access to certain records in accordance with the provisions of the PIA. Vendor is required to make any information pursuant to the SOW, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to ERS.

- a. During the evaluation process, ERS shall make reasonable efforts as allowed by law to maintain Responses in confidence and shall release Responses only to personnel involved with the evaluation of the Responses and implementation of the SOW unless otherwise required by law. However, ERS cannot prevent the disclosure of public documents and may be required by law to release documents that Vendor considers confidential and/or proprietary.
- b. Texas Statute/Determination of Public Information. In accordance with Section 552.0222(b)(3) of the Tex. Gov't Code, the types of information listed below that are contained in the Selected Vendor's Response shall be considered public information. ERS WILL RELEASE the information listed below even if the Selected Vendor marks the information as confidential and/or proprietary. ERS will not withhold the information or request an opinion from the Texas Attorney General's Office before releasing the information to a requestor, posting the information to ERS' website, and/or to LBB's contract database. Information that is considered public and will be released includes: the overall or total price; overall or total value of the Contract; maximum liability; final price; delivery and service deadlines; the identity of all subcontractors; and the Contract Term.
- c. Labeling of Confidential and/or Proprietary Information. In order to protect and prevent inadvertent disclosure of confidential information submitted in support of its SOW proposal in accordance with the PIA, Vendor is required to supply, in good faith and with legally sufficient justification a separate document listing all pages/sections considered by Vendor to contain any confidential and/or proprietary information. In addition, Vendor shall submit one redacted "Public" version of its response

and one un-redacted “Confidential” version of its response with Vendor’s confidential and/or proprietary information clearly highlighted or bracketed. If Vendor considers entire response to be public information, Vendor shall state “[Vendor’s Name] considers entire response to be public and does not contain any confidential and/or proprietary information.”

- d. Release of Information. By submitting its SOW proposal, Vendor acknowledges and agrees that all public information submitted by Vendor in response to the SOW may be fully disclosed by ERS without liability and without prior notice to or consent of Vendor or any of its subcontractors or agents. Vendor further understands and agrees that, upon ERS’ receipt of a PIA request for Vendor’s information, ERS will provide the requestor the Vendor’s “Public” version of its response. If Vendor fails to submit its confidential and/or proprietary information as described herein, ERS shall consider all of the information to be public, and it will be released without notification to Vendor upon receipt of a PIA request. Upon receipt of a PIA request, ERS will submit the information contained in Vendor’s “Confidential” copy of its response to the Texas Attorney General to issue a ruling on whether the information is excepted from public disclosure. It is Vendor’s sole obligation to advocate in good faith and with legally sufficient justification the confidential and/or proprietary nature of any information it provides to ERS. Vendor acknowledges and agrees that ERS shall have no obligation or duty to advocate the confidentiality of Vendor’s material to the Texas Attorney General, to a court, or to any other person or entity. Vendor acknowledges and understands that the Texas Attorney General may nonetheless determine that all or part of the claimed confidential and/or proprietary information shall be publicly disclosed.
- e. To the extent the public version of Vendor’s SOW proposal contains Protected Materials, Vendor acknowledges that such Protected Materials may be disclosed, publically displayed, published, reproduced, and/or distributed by ERS pursuant to the PIA, or as otherwise required by law. Vendor warrants and represents that it owns, or has obtained all necessary permissions with respect to the use of the Protected Materials and hereby grants ERS an irrevocable, perpetual, nonexclusive, royalty-free license to display, publish, reproduce, distribute, or otherwise use the Protected Materials solely for the purpose of compliance with applicable laws. Vendor shall indemnify and hold harmless ERS, its trustees, officers, directors, employees, and contractors, as well as any trust managed by ERS, from and against any claim of infringement of the Protected Materials resulting from ERS’ use of the Protected Materials as set forth herein.

VENDOR RESPONSE

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

VENDOR/STAFF CAPABILITIES

The vendor should have significant experience working with public sector organizations, with preference given to vendors that have worked with comparable state agencies or retirement systems.

The successful vendor will be experienced and fluent with:

- responsive web design
- user experience (UX & UI design)
- website accessibility (compliance with WCAG 2.0 and section 508 of the Rehabilitation Act)
- website usability analysis
- digital strategy
- website analytics
- search engine optimization
- content management
- content strategy
- emerging technologies

The vendor will apply responsive web design to the site using the results of the user needs assessment. ERS will work with the selected vendor as a team throughout the project. ERS staff will be available for specific assignments, regular deliverables, and project review meetings, training, testing and assistance, when given adequate notice by the vendor.

Vendor should use this section to describe the staff assigned to the services and their qualifications.

SERVICE CAPABILITIES

Vendor should use this section to describe the services to be provided.

Schedule of Events and Response Milestones

Please complete the table below with project milestones and the work days necessary to complete the work.

Project Phase / Milestones / Activities	Days to complete work
Planning	est. 90-120 days
Discovery	est. 90-120 days
Design	est. 60 days
Implementation	est. 60 days
Testing, Support, Documentation, and Training	est. 60 days

PRICING

The pricing listed below includes all the SOW costs – add lines for additional for costs which should be considered. This is a fixed-fee SOW and travel costs are not reimbursable for this work.

Project Phase / Milestones / Activities	Total Cost
Planning	Redacted
Discovery	
Design	Redacted
Implementation	Redacted
Testing, Support, Documentation, and Training	Redacted
Project Management	Redacted
Total Project Cost	Redacted

CHANGE REQUESTS

ERS and vendor affirm they are fully committed to completing this project on time and within budget. All scope changes must be reviewed by both ERS and vendor as soon as possible, but at least by the next status update meeting. 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/contract.
 - The vendor and ERS will sign the change request which contains the information listed in steps 1-4 above.
 - Change orders and corresponding amendments will be submitted to DIR for their review and approval. An amendment to the SOW will hold the highest order of precedence in the SOW.
 - ERS will execute the Purchase Order Change Notice (POCN) to the purchase order.

SIGNATURES / ACCEPTANCE

<p>Accepted by: <u> Raj Anantharaman </u> (Respondent Name)</p> <p>Signature:</p> <p style="text-align: center;"><i>Raj Anantharaman</i></p> <hr/> <p>Print Name: <u> Raj Anantharaman </u> Title: <u> Technical Director </u></p> <p>Date: <u> Nov. 19, 2021 </u></p> <p>DIR Contract # <u> DIR-TSO-4228 </u> DIR</p> <p>Contract Expiration Date: <u> 8/24/2022 </u></p>	<p>Accepted by: Employees Retirement System of Texas</p> <p>Signature:</p> <hr/> <p>Print Name: Porter Wilson Title: Executive Director Date: _____</p>
	<p>Accepted by: Texas Department of Information Resources</p> <p>Signature:</p> <hr/> <p>Print Name: Hershel Becker Title: Chief Procurement Officer Date: _____</p>