

**Policy Documents**  
**and**  
**Executive Order**

<p><b>New York State                  Information Technology Policy</b></p>	<p><b>No:</b> NYS-P08-005</p>
<p><b>IT Policy Name:</b></p> <p>Accessibility of Web-Based                  Information and Applications</p>	<p><b>Effective Date:</b> 05/17/2010</p> <p><b>Issued By:</b>                  Melodie Mayberry-Stewart                  State Chief Information Officer                  Director Office for Technology</p> <p><b>Published By:</b>                  Acquisition Services</p> <p><b>Policy Owner:</b> Acquisition Services</p>

## 1.0 Purpose and Benefits of the Policy

---

This policy establishes minimum accessibility requirements for web-based Information and Applications developed, procured, maintained or used by state entities. This policy revision supersedes all prior revisions to NYS-P08-005, originally released on August 1, 2008. The benefits of the policy will be a more fully inclusive state workforce and increased availability of governmental services to all members of the public.

## 2.0 Enterprise IT Policy Statement

---

Section 2 of Executive Order No. 117 provides the State Chief Information Officer, who also serves as Director of the NYS Office for Technology, the authority to oversee, direct and coordinate the establishment of information technology policies, protocols and standards for State government, including hardware, software, security and business re-engineering. Pursuant to Executive Order 117, “state government” includes all State agencies, departments, offices, divisions, boards, bureaus, commissions and other entities over which the Governor has executive power and the State University of New York, City University of New York and all public benefit corporations the heads of which are appointed by the Governor. Details regarding this authority may be found in NYS CIO/OFT Policy [NYS-P08-002, Authority to Establish State Enterprise Information \(IT\) Policy, Standards and Guidelines](#).

### 3.0 Scope of the Policy

This policy applies to all State government entities (as defined in NYS Executive order No. 117) when they develop, procure, maintain, or use web-based Information and Applications. This Policy is based on Federal Section 508 Standards, Subpart B, section 1194.22 and Subpart C, section 1194.3, which the federal government developed in compliance with Section 508 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794 (d). This policy only applies to the standards that were in effect at the time this policy is published. CIO/OFT reserves the right to modify, supplement or otherwise revise, rescind or archive this policy when new Section 508 standards come into effect.

### 4.0 Policy Statement

Web-based information and applications shall be compliant with certain accessibility standards (noted in the table below) developed by the Federal government in compliance with Section 508 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794 (d).

Section 508 Standards	
Subpart B, section 1194.22	Web-based Intranet and Internet Information and Applications
Subpart C, section 1194.31	Functional Performance Criteria

#### Third Party Web-based Information and Application Development

On and after the effective date of this policy, all solicitation documents, contracts and any amendments hereto executed on and after such date shall include the following clause:

*Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by (state agency name, contractor or other) and the results of such testing must be satisfactory to (state agency name) before web-based information and applications will be considered a qualified deliverable under the contract or procurement.*

The above clause will also apply to the extent that a state agency contracts with a public or private entity, and such contract requires the creation, development, implementation, or hosting of web-based information or applications on behalf of, or for, a state agency. The requirement of this part specifically includes the outsourcing of any of the services identified in this part.

However, portions of an Intranet, the Internet or an extranet that are outside the control of the state agency or the third-party will not be affected.

### Exemptions

If making specific web-based information and applications accessible in compliance with this policy would cause a *fundamental alteration* in the service, program, or activity, or would result in an *undue financial and administrative burden* such content may be exempt from this policy. Any *state agency* making a determination of *fundamental alteration* or *undue financial and administrative burden* under this policy will document such determination and maintain such documentation. In the event of an exemption, the *state agency* will identify the information or services subject to such determination on the relevant web page(s) and specify the alternative method for obtaining such information or services. Nothing in this policy alters a *state agency's* independent authority and responsibility to determine what constitutes a *fundamental alteration* or *undue financial and administrative burden*.

OFT may request to review any determinations of exemption from this policy. Such review may include, but is not limited to, review of the technical and business analyses, and other project documentation, technologies or systems which are the subject of this policy or any applicable standards.

## 5.0 Policy Compliance

---

The policy goes into effect on 05/17/2010. To assure compliance with this policy agencies are required to:

- Designate a point of contact for accessibility of web-based Information and Applications.
- Clearly post an “accessibility” link on the agency Home Page. The linked page should specify who to contact with questions about the site’s accessibility and accessibility of any other web-based application (s) under the control of the agency.
- Test the web-based Intranet and Internet information and application for compliance as new web-based information and application is made available and all public facing information and applications on an annual basis. The CIO must file a report with the CIO/OFT by December 31 of each year attesting to the status of accessibility of all public facing web-based information and applications, including content posted on social networking sites.
- Document receipt of and responses to any and all complaints regarding accessibility of the agency’s web-based information and applications. In addition, agencies must document instances of agency non-compliance with this policy due to “undue burden” or

“fundamental alteration” in the nature of the product or application. CIO/OFT may periodically request a review of this documentation.

## 6.0 Definitions of Key Terms

---

**Web-based information and applications** refers to any information or application that is accessed via a web-browser over a network such as the *Internet* or an *intranet*. The term may also mean a computer software application that is hosted in a browser-controlled environment or coded in a browser-supported language combined with a browser-rendered markup language and reliant on a common web browser to render the application executable.

**Fundamental Alteration** will mean a major change or modification of the critical function or nature of a program or service.

**Undue Financial or Administrative Burden** will mean significant difficulty or expense. In determining whether an action would result in an undue burden, *state government* entities must consider all resources available for use in the funding and operation of the service, program, or activity.

A complete listing of defined terms for NYS Information Technology Policies, Standards, and Best Practice Guidelines is available in the "NYS Information Technology Policies, Standards, and Best Practice Guidelines Glossary" (<http://www.cio.ny.gov/policy/glossary.htm>).

## 7.0 CIO/OFT Contact Information

---

Submit all inquiries and requests for future enhancements regarding this policy to:

**Attention: Acquisition Office**  
**Enterprise Strategy Governance & Acquisition Services**  
**New York State Chief Information Office/Office for Technology**  
**State Capitol, ESP, P.O. Box 2062**  
**Albany, NY 12220**  
**Telephone: 518-473-0234**  
**Fax: 518-473-0327**

E-mail: [oft.sm.policy@cio.ny.gov](mailto:oft.sm.policy@cio.ny.gov)

The State of New York Enterprise IT Policies may be found at the following website:  
<http://www.cio.ny.gov/policy/technologypolicyindex.htm>

## 8.0 Revision Schedule and History

---

Date	Description of Change
06/21/2004	Original Policy Release.
10/25/2006	Revised to add procurement language and to make minor changes to the standards.
08/01/2008	Revised to update the standards and eliminate any exceptions to the policy.
01/14/2009	NYS P08-005, NYS S08-005, and G06-001 Best Practice Guidelines are combined as one document numbered NYS P08-005.
01/27/2010	Made conforming changes to align with Webcasting Open Meetings Standard, NYS-S07-001; eliminated compliance schedule in A.11.1; A.11.2 and A.11.3. Compliance schedule has passed. Made similar conforming changes to Best Practice Guideline.
05/17/2010	Revised to replace customized NYS standard and instead to align with federal standards Section 508, Subpart B, section 1194.22 and Subpart C, section 1194.31.
9/10/2010	Revised to reflect change in reporting date from March 31 to December 31 of each year.
05/17/2012	Scheduled review.

## 9.0 Related Documents

---

*NYS-S07-001 Webcasting Open Meetings Standard*

## **NEW YORK STATE EDUCATION DEPARTMENT**

Office of Information Technology Services

Chief Information Officer

89 Washington Avenue, Room 675 EBA

Albany, NY 12234

Email: [sedaccess@nysed.gov](mailto:sedaccess@nysed.gov)

# **NYSED ITS POLICY**

Web Accessibility Policy: NYSED-WEBACC-001

Updated: 4/26/17

**Issued By:** NYSED Chief Information Officer

**Owner:** NYSED Chief Information Officer

## **1.0 Purpose and Benefits of the Policy**

This policy establishes accessibility requirements for web-based information and applications developed, procured, maintained or used for all NYSED web-based content. Implementation of this policy reaffirms NYSED's commitment to ensuring all people with disabilities have an equal opportunity to participate in our benefits, programs, and services through web content.

## **2.0 Scope**

This Web Accessibility Policy applies to all internal or external web content and functionality whether developed by, maintained by, or offered either by NYSED or through a third party vendor or open source.

## **3.0 Policy Statement**

Web-based content including websites and applications shall be compliant with Web Content Accessibility Guidelines (WCAG) WCAG 2.0 Level AA and implement Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 where applicable for dynamic web content, unless an undue burden or fundamental alteration would be imposed that NYSED Central -ITS office allows<sup>1</sup>. Examples of instances where content may constitute an undue burden or fundamental alteration are available on the [webaccess site](#). In support of meeting accessibility

---

<sup>1</sup> See <https://www.section508.gov/section-508-of-the-rehabilitation-act>

requirements, web content staff and application developers shall comply with the requirements for accessibility as posted on [the webaccess site](#). These requirements apply to all new or updated web content. All other existing web information shall be remediated for compliance according to the US DOE Resolution Agreement on Accessibility 8/5/16.

Any documents created or otherwise delivered by a vendor to NYSED pursuant to a contract or any other written agreement shall be produced with the expectation that NYSED may, in its sole and absolute discretion, elect to place such content on its website. Therefore, any such materials must be created and delivered in a manner consistent with this Web Accessibility Policy and compliant with Web Content Accessibility Guidelines (WCAG) WCAG 2.0 Level AA and implement Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

On and after the effective date of this policy, all solicitation documents, contracts and any amendments hereto executed on and after such date shall include the following clause:

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

The above clause will also apply to the extent that a NYSED program office contracts with a public or private entity, and such contract requires the creation of any documents or other written materials, or the development, implementation, or hosting of web-based information or applications on behalf of, or for, a state agency. The requirement of this part specifically includes the outsourcing of any of the services identified in this part.

However, portions of an Intranet, the Internet or an extranet that are outside the control of NYSED or the third-party will not be affected.

## **Exceptions**

For any technology-related requirement for which a NYSED office requests an exception with an undue burden or fundamental alteration defense, such assertion may only be made by the NYSED Commissioner, or an individual designated by the Commissioner who has budgetary authority after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement and the available funding and other resources. The written statement will be certified by the determining official. If such a determination is made, the certifying official will describe in the written statement how it will provide equally effective alternate access, i.e., other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services provided by NYSED as their nondisabled peers.

## **4.0 Policy Compliance**

This policy shall take effect upon publication. To assure compliance, NYSED is required to:

1. Designate a lead and backup point of contact for accessibility for program area websites.
2. Ensure a clearly posted “accessibility” notice appears on each website or web application owned or maintained by NYSED.
3. Web-based intranet and internet information and application will be tested for accessibility compliance as new web-based information and application content is made available. Testing shall be based on requirements for web accessibility as posted on [www.nysed.gov/webaccess](http://www.nysed.gov/webaccess).
4. Perform annual auditing of web content.
5. Document receipt of and responses to any and all inquiries regarding accessibility of NYSED’s web content.

## **5.0 Definitions of Key Terms**

**Accessibility Accommodation<sup>2</sup>** is a means or method of providing information and services to users with disabilities in cases where the application of current WCAG 2.0 standards is neither feasible nor helpful.

**Fundamental Alteration** will mean a major change or modification of the critical function or nature of a program or service.

**Undue Financial or Administrative Burden** will mean significant difficulty or expense. In determining whether an action would result in an undue burden, the agency must consider all resources available for use in the funding and operation of the service, program, or activity.

**US DOE OCR Resolution Agreement** – an agreement between NYSED and US Department of Education, Office of Civil Rights, case #02-16-1195. This agreement specifies actions NYSED shall take to ensure accessibility compliance, including establishing a plan for new content, corrective action plan, auditing, and training for accessibility.

**WAI-ARIA**- defines a way to make Web content and Web applications more accessible to people with disabilities. Reference: [WAI-ARIA Overview](#)

**WCAG 2.0 Level AA** – These guidelines are organized under [4 principles: perceivable, operable, understandable, and robust](#). For each guideline, there are testable *success criteria*, which are at [3 levels of WCAG 2.0: A, AA, and AAA](#).

Reference: [WCAG Overview](#)

**Web application** – any web content which is accessible via a browser and runs on NYSED web application server or PHP server. This content tends to be interactive. Examples include applications available from [eservices.nysed.gov](#) and [data.nysed.gov](#).

**Web-based information and applications** refers to any information or application that is accessed by a web-browser over a network such as the [internet](#) or an [intranet](#). The term may also mean a computer software application that is hosted in a browser-controlled environment or coded in a browser-supported language combined with a browser-rendered [markup language](#) and reliant on a common web browser to render the application [executable](#).

**Website** – any web content which is maintained either on a static site with Dreamweaver or Contribute, or a content management system such as a Drupal

---

<sup>2</sup> HHS Standard, <https://www.hhs.gov/web/section-508/accessibility-accomodation/>

site. This content tends to be informational. Examples include [www.nysed.gov](http://www.nysed.gov), [www.p12.nysed.gov](http://www.p12.nysed.gov), and [engageny.org](http://engageny.org).

**Web content staff**– NYSED staff or who maintain website content for their area. These staff may have Dreamweaver or Contribute tools for legacy sites, or may have permissions in Drupal to update web content.

## 6.0 Contact Information

Submit all inquiries and requests for future enhancements to the policy owner at:

### **NEW YORK STATE EDUCATION DEPARTMENT**

Chief Information Officer

89 Washington Avenue, Room 675 EBA

Albany, NY 12234

Email: [sedaccess@nysed.gov](mailto:sedaccess@nysed.gov)

## 7.0 Review Schedule and Revision History

NYSED ITS shall review this policy at least once every year to ensure relevancy. To accomplish this assessment, ITS may issue, from time to time, requests for information to other department offices which will be used to develop any reporting requirements as may be requested by the Department's Chief Information Officer, the Board of Regents, or Legislative entities.

<b>Date</b>	<b>Description of Change</b>	<b>Reviewer</b>
11/28/2016	Original Standard Release	IT Governance Board
4/26/2017	Updated policy reference for explicit reference to documents in clause to vendors. Explicit reference to exception	IT Governance Board

## 8.0 Related Documents

- [NYS Web Accessibility Policy NYS-P08-005](#)
- [US DOE OCR Resolution Agreement on Accessibility 8/5/16](#)
- [Web Accessibility Requirements](#)

- [Web Content Procedures](#)
- [Webmaster Listing](#)
- [HHS Accessibility Accommodations](#)



# State of New York

## Executive Chamber

No. 136

### EXECUTIVE ORDER

#### **ESTABLISHING THE NEW YORK EMPLOYMENT FIRST INITIATIVE TO INCREASE EMPLOYMENT OF NEW YORKERS WITH DISABILITIES**

**WHEREAS**, New Yorkers with disabilities represent a significant percentage of the state's overall population and experience disproportionately low levels of employment; and

**WHEREAS**, working-age New Yorkers, including those with disabilities, should be encouraged and supported in contributing to the state's economy; and

**WHEREAS**, competitive integrated employment is a component of community inclusion and improved quality of life for individuals with disabilities; and

**WHEREAS**, hiring an individual with a disability meets employer needs and contributes to a diverse workforce; and

**WHEREAS**, New York prioritizes competitive integrated employment as the preferred outcome for working age New Yorkers with disabilities; and

**WHEREAS**, New York seeks to increase the percentage of individuals with disabilities engaged in competitive, integrated employment;

**NOW, THEREFORE, I, ANDREW M. CUOMO**, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

#### **A. Definitions**

As used herein, the following terms shall have the following meanings:

1. "State agency" or "agency" shall mean any state agency, department, office, board, bureau, division, committee, council or office.

2. "Authority" shall mean a public authority or public benefit corporation created by or existing under any New York State law, with one or more of its members appointed by the Governor or serving as members by virtue of holding a civil office of New York State, other than an interstate or international authority or public benefit corporation, including any subsidiaries of such public authority or public benefit corporation.
3. "Competitive integrated employment" shall mean work:
  - a. in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting; and
  - b. for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.
4. "Integrated setting" shall mean a work situation where each employed individual with a disability has equal opportunity to interact with co-workers without disabilities. Individuals who are paid to provide services to support the work of individuals with disabilities are not included when evaluating integration.

#### **B. Employment First Commission**

1. There is hereby established the Employment First Commission (the "Commission") to provide guidance and advice to the Governor regarding the competitive integrated employment of individuals with disabilities.
2. The members of the Commission shall be the Governor's Deputy Secretary for Health; the Governor's Deputy Secretary for Civil Rights; the Governor's Deputy Secretary for Human Services; the Chief Diversity Officer; the Counsel to the Governor; the Director of the Budget; the Commissioner for Developmental Disabilities; the Commissioner of Health; the Commissioner of Mental Health; the Commissioner of Alcoholism and Substance Abuse Services; the Commissioner of Children and Family Services; the Commissioner of Labor; the Commissioner of Economic Development; the Commissioner of Transportation; the Commissioner of Temporary and Disability Assistance; the Director of Veterans' Affairs; the Director of the State Office for Aging; and the Executive Director of the Justice Center for the Protection of People with Special Needs. Additional members may be appointed to the Commission at the discretion of the Governor.
3. The Commission shall work in consultation with the Commissioner of Education.
4. The Governor shall appoint the Chair of the Commission from among the members of the Commission.
5. Each member of the Commission may designate a staff member to represent him or her and participate in the Commission on his or her behalf. The Commission shall meet at the call of the Chair as often as is necessary and under circumstances as are appropriate to fulfill its duties under this section.

#### **C. Cooperation with the Commission**

1. Each agency and authority of the State of New York shall provide to the Commission such information, assistance and cooperation, including use of State facilities, that is reasonably necessary to accomplish the purposes of this Order.
2. Staff support necessary for the conduct of the Commission's work may be furnished by agencies and authorities (subject, as necessary, to the approval of the board of directors of such authorities).

**D. Duties and Purposes**

1. The Commission shall make recommendations to the Governor concerning the implementation of competitive, integrated employment as the first option for individuals with disabilities. In making such recommendations, the Commission's consideration shall include, but not be limited to, the following:
  - a. Reviewing available employment supports and services, including opportunities to align their policies and procedures to enhance access to such supports and services;
  - b. Identifying policies and procedures that create barriers or disincentives for employment of individuals with disabilities and ways to reduce or eliminate such barriers or disincentives;
  - c. Ensuring that the state's workforce development strategy provides for individuals with disabilities, including strategies to maximize opportunities to hire individuals with disabilities in the private sector, the public sector, and in entities contracting with the state;
  - d. Prioritizing opportunities for students with disabilities transitioning from educational settings to competitive integrated employment as the first option; and
  - e. Expanding the use of data to measure employment of New Yorkers with disabilities and developing a mechanism for reporting such data.
2. In carrying out its responsibilities under this Order, the Commission shall seek the guidance and expertise of stakeholders, including, but not limited to, individuals with disabilities, organizations that advocate on behalf of individuals with disabilities, providers of services to individuals with disabilities, associations concerned with employment for individuals with disabilities, business associations, chambers of commerce, academic institutions and local governments, and shall solicit input from the public.
3. The Commission shall commence its work immediately. On or before March 1, 2015, the Commission shall submit a final report to the Governor, setting forth its recommendations, at which time the Commission shall terminate its work and be relieved of all responsibilities and duties hereunder. Prior to such date, the Commission shall issue additional reports to the Governor of its activities, findings, recommendations, and coordination in furtherance of the purposes of this Order from time to time as directed by the Governor or the Governor's designee.



BY THE GOVERNOR

GIVEN under my hand and the Privy Seal of the  
State in the City of Albany this  
seventeenth day of September in the  
year two thousand fourteen.

A handwritten signature in black ink, appearing to read "Andrew Cuomo".

A handwritten signature in black ink, appearing to read "Laurie Schwartz".  
Secretary to the Governor

**Correspondence from a NY Constituent regarding**  
**Accessibility**



Suffolk Independent Living Organization  
education - advocacy - empowerment

2111 Lakeland Avenue, Suite A, Ronkonkoma, NY 11779  
Phone: 631-880-7929 • Fax: 631-946-6377 • www.siloinc.org

Board of Directors

July 10, 2014

President  
Mary Ann Sciacca

Dennis M. Brown, County Attorney  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
PO Box 6100  
Hauppauge, NY 11788

Vice President  
Patrick Mitchell

Secretary  
Geraldine DePersio

Dear Mr. Brown:

Members  
Bernard Ferracane  
Donald Gomez  
Roger Smith  
Krista Giannak

The Suffolk Independent Living Organization (SILO) has been a staple of the disability community in Suffolk County since 1985; and is Suffolk County's designated Independent Living Center. The purpose of this correspondence is to address an ongoing problem with the Suffolk County website as it applies to people with disabilities, specifically the documents made available to the public. SILO recognizes that Suffolk County's Information Technology (IT) Department has done an excellent job over the last two years making more documents available to the public. However, these documents are not available in an accessible format to persons with disabilities, specifically the blind and visually impaired community.

Executive Director  
Joseph M. Delgado

Under the Section 508 of the Rehabilitation Act (29 U.S.C. §794 d). As amended by the Workforce Investment Act of 1998 (P.L 105 - 220) (hereinafter "Section 508") all federal state and local municipalities are required to have their websites accessible by people who are print disabled. SILO is aware that on June 6, 2013 Suffolk County passed a resolution that the Suffolk County IT Department must become compliant. In the intervening year, the Suffolk County IT Department has failed to comply with Section 508 and Suffolk County's own legislation. This means that Suffolk County, via the Suffolk County IT Department, is in violation of Section 508 and Suffolk County law.

SILO has continuously offered the Suffolk County IT Department its assistance in rectifying this issue and making the Suffolk County web site compliant. SILO understands that there may have been issues within the IT department, however, said issues should not have impeded compliance with the law. Once again SILO is offering its assistance to the Suffolk County IT Department.

However, please be advised that SILO is placing Suffolk County and the Suffolk County IT Department on notice that if it does not become compliant by September 30, 2014, SILO will take all legal remedies afforded to it against Suffolk County & Suffolk County IT Department. Your immediate attention to this matter is greatly appreciated.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

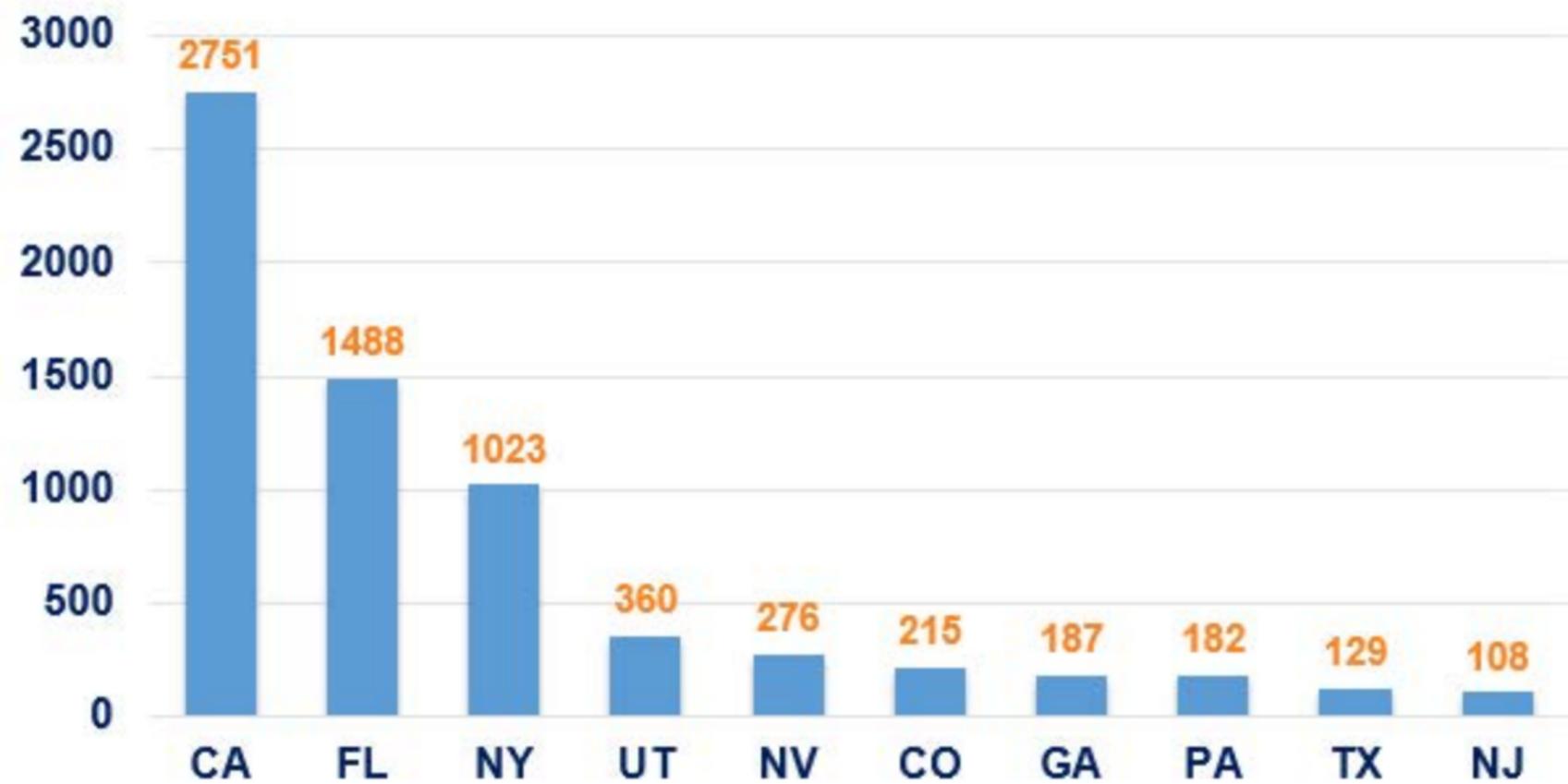
Jose M. Delgado

Cc: Steve Bellone, County Executive  
County Legislators

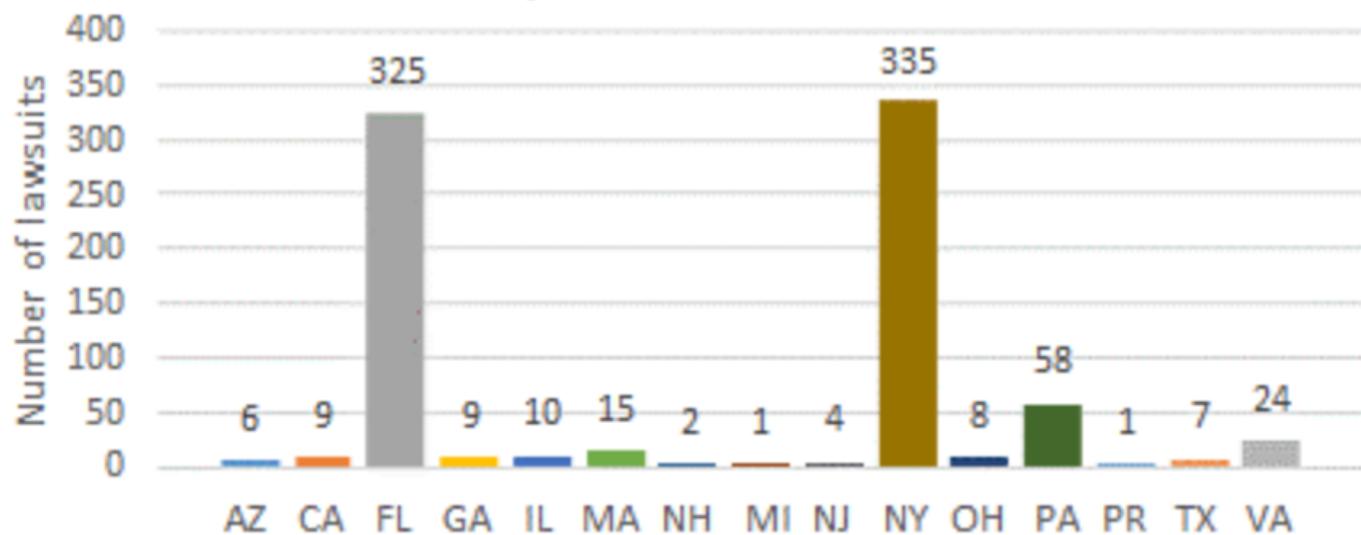
This correspondence was provided by our affiliate member. It describes the hardships of a NY constituent attempting to access digital documents. This correspondence also illustrates the potential risk for litigation for government entities not in compliance with accessibility laws, regulations and policies.

## **Accessibility Settlement Example(s)**

## Top 10 States for ADA Title III Federal Lawsuits in 2017



## Federal Website Accessibility Lawsuits by State in 2017



Total Number of Suits Nationwide: At least 814



Published on *American Civil Liberties Union*  
(<https://www.aclu.org>)

## **Groups Sue New York Over Inaccessible Online Voter Registration for People With Disabilities** <sup>[1]</sup>

NEW YORK — The American Civil Liberties Union and Disability Rights Advocates today sued the New York State Board of Elections and Department of Motor Vehicles over online voter registration that is inaccessible to people with disabilities.

The lawsuit was filed on behalf of the National Federation of the Blind, the Center for the Independence of the Disabled, and individual plaintiffs who are blind. States are required by law to meet accessibility and confidentiality standards when providing services such as online voter registration, but New York is failing to comply, the complaint charges.

“Online voter registration is key to ensuring access to the ballot for people with disabilities. Yet in New York, it’s not just difficult for hundreds of thousands of people with disabilities to register online, it’s virtually impossible,” said ACLU attorney Susan Mizner. “We’ve told the state where the worst barriers are. It can easily fix the problems, but has refused to do so.”

Those barriers include DMV web pages and downloadable forms that can’t be read out loud by the screen-reader software used by blind and low-vision people to hear and navigate computer screen content. On the privacy rights front, the software cannot read the fillable form’s section on party affiliation on the Board of Elections website; blind and low-vision voters are forced to disclose this private information when they print out the form and get someone else to help them sign it, destroying their privacy and independence.

“Everyone has the right to register to vote privately and independently, and online services are a great way to make that happen. Yet, because the state’s websites aren’t coded to operate with screen readers and other accessibility software, voters with disabilities can’t access those services. Voters should not be excluded from online registration or have their privacy violated just because they have a disability,” said Disability Rights Advocates attorney Christina Brandt-Young.

Plaintiff Eva Eason of New York City encountered numerous obstacles when attempting to update her voter information online after getting married. Eason, who is blind, could not access the DMV site at all, and was only able to access the Board of Elections online registration after getting assistance from someone who is sighted, compromising her privacy and independence.

“A lot of people paved the way and fought for me to be able to vote, so why is New York making it so difficult?” said Eason.

Plaintiff Meghan Schoeffling of Albany added, "I was thrilled when New York created an online voter registration form, thinking it would enable me and others to register to vote privately and independently for the first time. But because the DMV failed to ensure the site was fully accessible, I was unable to register to vote without sighted assistance."

The lawsuit cites violations of the American with Disabilities Act and the Rehabilitation Act. It seeks immediate adjustments to ensure the websites are legally compliant; creation of Board of Election policies that ensure accessibility and provide a clear path of accountability; and the development of policies and procedures to ensure the sites remain accessible.

"There are many barriers that can stand in the way of New Yorkers with disabilities exercising their right to vote. The shame of inaccessible online registration is that there is an easy and inexpensive fix. It's a mystery why the New York State Board of Elections refuses to do it, and it's disappointing. People with disabilities have the right to privacy and independent registration and voting just like every other New York voter. It's the law," said Susan Dooha, executive director of the Center for Independence of the Disabled, New York.

The complaint, *Eason v. New York State Board of Elections*, was filed in the U.S. District Court for the Southern District of New York. Co-counsel in this case is Brown, Goldstein & Levy, LLP.

Mark Riccobono, president of the National Federation of the Blind, said, "The right to vote is a fundamental one, and equal access to this right cannot and must not be denied to blind Americans. Equal access means the ability to participate in all aspects of the voting process, including registering to vote, with complete privacy and independence. The National Federation of the Blind is committed to ensuring equal access for blind voters in New York and across the nation."

The complaint is at: <https://www.aclu.org/legal-document/eason-v-new-york-state-board-electio...> [2]

This statement is at: <https://www.aclu.org/news/groups-sue-new-york-over-inaccessible-online-voter-registration-people-disabilities> [1]

More information is at: <https://www.aclu.org/cases/eason-v-new-york-state-board-elections> [3]

[media@aclu.org](mailto:media@aclu.org) [4]  
125 Broad Street  
18th Floor  
New York, NY 10004  
United States  
(212) 549-2666

© 2018 ACLU

**Source URL:** <https://www.aclu.org/news/groups-sue-new-york-over-inaccessible-online-voter-registration-people-disabilities>

### **Links**

[1] <https://www.aclu.org/news/groups-sue-new-york-over-inaccessible-online-voter-registration-people-disabilities>

[2] <https://www.aclu.org/legal-document/eason-v-new-york-state-board-elections-complaint>

[3] <https://www.aclu.org/cases/eason-v-new-york-state-board-elections>

[4] <mailto:media@aclu.org>

The following is an excerpt from a 2015 settlement from Yakima County, Washington. The following link will provide the entire settlement: [https://www.ada.gov/yakima\\_co\\_pca/yakima\\_sa.html](https://www.ada.gov/yakima_co_pca/yakima_sa.html)

SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
YAKIMA COUNTY, WASHINGTON  
UNDER THE AMERICANS WITH DISABILITIES ACT

DJ# 204-82-269

I. BACKGROUND

A. SCOPE OF THE INVESTIGATION

The United States initiated this matter as a compliance review of Yakima County, Washington (County), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the United States Department of Justice's implementing regulation, 28 C.F.R. Part 35. Because the County receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department of Justice's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The Disability Rights Section of the Department of Justice's Civil Rights Division conducted this review of the County's compliance with the following title II requirements:

- to ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;

J. WEB-BASED SERVICES AND PROGRAMS

37. Within six (6) months of the effective date of this Agreement, the County will:

- a. Designate an employee as the web accessibility coordinator for the County who will be responsible for coordinating the County's compliance with the requirements of Section K of this Agreement. The web accessibility coordinator shall have experience with the requirements of Title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and
- b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 to evaluate the County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. The County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of

any staff. The County will compensate this independent consultant without regard to the outcome.

38. Within eighteen (18) months of the effective date of this Agreement, and annually thereafter, the County will:
- a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at [www.w3.org/TR/WCAG](http://www.w3.org/TR/WCAG);
  - b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, Title II of the ADA, and the terms of this Agreement;
  - d. Incorporate provisions ensuring that all of the County's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - e. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;
  - f. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and
  - g. Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.
39. Within thirty (30) months of the effective date of this Agreement, the County will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which the County relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and
  - b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.



**U.S. Department of Justice**

**Civil Rights Division**

---

**This example is for interested parties in our SUNY system who have expressed interest in DAURSS. Please note remedial measures on page 10.**

*Disability Rights Section - NYA  
950 Pennsylvania Ave, NW  
Washington, DC 20530*

*For hand delivery:  
Disability Rights Section  
1425 New York Avenue, NW  
Washington, DC 20005*

August 30, 2016

**VIA U.S. AND ELECTRONIC MAIL**

Chancellor Nicholas B. Dirks  
University of California, Berkeley  
Office of the Chancellor  
200 California Hall, #1500  
Berkeley, CA 94720-1500

Mr. Christopher M. Patti  
Chief Campus Counsel &  
Associate General Counsel  
Mr. David Robinson  
Associate Campus Counsel  
Office of Legal Affairs  
200 California Hall, #1500  
Berkeley, CA 94720-1500

**Re: The United States' Findings and Conclusions Based on its Investigation Under Title II of the Americans with Disabilities Act of the University of California at Berkeley, DJ No. 204-11-309**

Dear Chancellor Dirks, Mr. Patti, and Mr. Robinson:

The United States Department of Justice (the Department) investigated the University of California at Berkeley (UC Berkeley) under title II of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12131-12134, and the regulation implementing the ADA, 28 C.F.R. Part 35. UC Berkeley is a public entity subject to the ADA and its regulation. 42 U.S.C. § 12131(1)(B); 28 C.F.R. § 35.104. The ADA prohibits discrimination against qualified individuals with disabilities by public entities. The Department is authorized to investigate compliance with the ADA and issue findings. 42 U.S.C. § 12133; 28 C.F.R. § 35.172. The Department investigated the accessibility of UC Berkeley's free audio

and video content available to the public on UC Berkeley’s YouTube channel and iTunes U platform as well as its Massive Open Online Courses (MOOCs) offered on the edX learning management platform (UC BerkeleyX); collectively, we refer to audio and video content and MOOCs as “online content.”

The ADA’s nondiscrimination mandate states that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by a public entity. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a). The Department is authorized to file a civil action in federal court if the Attorney General finds a violation of the ADA. 42 U.S.C. § 12133; 28 C.F.R. Part 35, Subpart F.

The Department opened its investigation of UC Berkeley based on a complaint alleging that UC Berkeley’s free, publically available online content is inaccessible to individuals who are deaf or hard of hearing. As part of its investigation, the Department spoke with representatives for the National Association of the Deaf (NAD), the complainant in this matter, as well as Stacy Nowak and Glenn Lockhart, individuals who are deaf and would like to use UC Berkeley’s online content if it were accessible, but who cannot fully use it because it is largely inaccessible. The Department also reviewed UC Berkeley’s policies and practices relating to the provision of accessible online content to individuals with hearing, vision and manual disabilities and interviewed UC Berkeley administrators and staff with accessibility expertise. The Department conducted an extensive review of UC Berkeley’s online content, including 26 MOOCs, 30 lectures on YouTube, and 27 courses on iTunesU. Based on this review, the Department has determined that significant portions of UC Berkeley’s online content on UC BerkeleyX, its YouTube channel and its iTunes U platform are not accessible to individuals with hearing, vision or manual disabilities. The problems identified by the Department – for instance, videos without captions that are totally inaccessible to people who are deaf or hard of hearing – mean that individuals with disabilities are denied the full and equal enjoyment of UC Berkeley’s services.

The Department appreciates the cooperation it has received from UC Berkeley during the investigation, as well as UC Berkeley’s ongoing efforts to improve the accessibility of its online content. Set forth below are the Department’s findings of fact regarding the accessibility of UC Berkeley’s online content, the Department’s conclusions of law, and the steps UC Berkeley must take to comply with the ADA.

## **I. Findings of Fact**

### **a. Aggrieved Individuals**

Stacy Nowak, a member of NAD, is a professor and PhD student at Gallaudet University and she is deaf. Ms. Nowak would like to avail herself of what she believes is the increasingly frequent use of video and audio-based scholarship. Ms. Nowak teaches communication courses at Galludet, including Introduction to Communication and Nonverbal Communication. She would like to use numerous online resources related to communication in her classes, including the UC BerkeleyX course, “Journalism for Social Change,” but cannot because they are inaccessible. If UC Berkeley’s online content were accessible, she would take courses and utilize the online content in her lectures.

Glenn Lockhart, also a member of NAD, is responsible for web, print and video communications at the Laurent Clerc National Deaf Education Center (the birth-age 12 component of Gallaudet), and he is deaf. He is interested in trends and information in the communications field for both personal and professional reasons, and would like to take online classes on this subject. He tried unsuccessfully to access communications courses at UC Berkeley about a year ago, and he would be interested in such courses now if they were accessible, particularly the Media Studies 104A course.

## **b. UC Berkeley's Online Content**

UC Berkeley is one of nine universities within the University of California system and is based in Berkeley, California. UC Berkeley makes thousands of courses, lectures, and other campus events available in video and audio formats through its MOOCs and on its YouTube channel and its iTunesU platform.

### **i. UC BerkeleyX**

Since May 2012, UC Berkeley, in partnership with edX, an online learning platform, has made MOOCs available online through UC BerkeleyX. MOOCs are courses of study available online to the public, for free. UC Berkeley shares with edX “the educational missions of increased access, excellence in instruction, and the support of research to make online learning more effective and understand its role in the overall educational mission.”<sup>1</sup> UC Berkeley offers a wide range of MOOCs on UC BerkeleyX, such as writing (Principles of Written English, Academic and Business Writing, English Grammar and Essay Writing, and Journalism and Social Change) and math and science (Introduction to Statistics, Artificial Intelligence, Electronic Interfaces, Engineering Software as a Service, and Quantum Mechanics and Quantum Computation). UC BerkeleyX courses are offered on a semester basis or on a self-paced basis (available at any time).

UC Berkeley's faculty creates and publishes courses for the public on UC BerkeleyX. Faculty developing UC BerkeleyX courses can, but are not required to, develop courses in collaboration with the Berkeley Resource Center for Online Education (BRCOE). BRCOE follows best practices in design for accessibility and also has a quality assurance process that includes deploying various accessibility evaluators; remediating layout, page structure, downloadable or styling accessibility barriers; and obtaining transcripts of all audio and video files associated with a course.

Prior to July 1, 2015, UC Berkeley also allowed faculty and instructors to design, develop and publish courses through a self-service model, which did not include support from BRCOE. Beginning July 1, 2015, UC Berkeley advised the Department that all faculty using the self-service model will be asked to sign off on a list of accessibility resource reviews prior to publishing the course. The sign-off statements include:

---

<sup>1</sup> *UC BerkeleyX – Free Courses from Berkeley*, edX, <https://www.edx.org/school/uc-berkeleyx> (last visited Feb. 22, 2016).

1. I have reviewed and implemented edX's "Guidelines for Creating Accessible Content."<sup>2</sup>
2. All PDFs attached to my course follow the University of California Office of the President recommendations.<sup>3</sup>
3. I have reviewed and implemented applicable guidelines into my course from the Web Accessibility team's resource "Top 10 Tips for Making your Website Accessible."<sup>4</sup>
4. All mp3 and mp4 files in my course have been submitted for transcripts for SubRip Text (SRT) files.
5. All video and audio in my course have accurate captioning available to users through the edX HTML5 player.

Between March and April 2015, the Department reviewed the sixteen MOOCs then available to the public on UC BerkeleyX. None of the courses reviewed were entirely accessible. For each course reviewed, it would be difficult for an individual with a hearing, vision, or manual disability to understand the content conveyed to course participants. Examples of barriers to access found across most course content included the following:

1. Some videos did not have captions. As a result, the audio content in the video was inaccessible to people with hearing disabilities.
2. Some videos were inaccessible to people with vision disabilities for several reasons. First, many videos did not provide an alternative way to access images or visual information (*e.g.*, graphs, charts, animations, or urls on slides), such as audio description, alternative text, PDF files, or Word documents. Second, videos containing text sometimes had poor color contrast, which made the text unreadable for those with low vision. Finally, information was sometimes conveyed using color alone (for instance, a chart or graph would differentiate information only by color), which is not accessible to individuals with vision disabilities.
3. Many documents were inaccessible to individuals with vision disabilities who use screen readers because the document was not formatted properly. For instance, headings were sometimes neither defined nor arranged in a logical order; page structure was not always defined, contained empty elements or was incorrectly

---

<sup>2</sup>4.3 *Guidelines for Creating Accessible Content*, edX, [http://edx.readthedocs.org/projects/open-edx-building-and-running-a-course/en/named-release-birch/getting\\_started/accessibility.html](http://edx.readthedocs.org/projects/open-edx-building-and-running-a-course/en/named-release-birch/getting_started/accessibility.html) (last visited Feb. 22, 2016).

<sup>3</sup>*Electronic Accessibility*, University of California, Office of the President, <http://www.ucop.edu/electronic-accessibility/web-developers/create-accessible-pdfs.html> (last visited Feb. 22, 2016).

<sup>4</sup>*Making Your Website Accessible*, UC Berkeley Web Access, <http://webaccess.berkeley.edu/resources/tips/web-accessibility#accessible-headings> (last visited Feb. 22, 2016).

defined; some tables did not have row and column headers defined; math equations were not always defined in a comprehensible way. Many PDFs either did not have a tag structure defined or the tag structure was incorrect. Individuals with vision disabilities who use screen readers would have a difficult time understanding and navigating the content.

4. Some links were not keyboard accessible and did not indicate whether they were expandable or collapsible, so individuals with vision disabilities who use screen readers may not understand the purpose of the links and individuals with manual disabilities would not be able to use the links.
5. Websites and materials that were integrated into the course material were not fully accessible.

In January of 2016, the Department reviewed ten new and archived courses available on UC BerkeleyX. The Department observed some improvement in new and archived courses, including the addition of closed captions on some content, but in general, the new courses had most of the previously reported accessibility issues and the archived courses were still inaccessible. Specifically, the Department found that both new and archived courses are inaccessible because many have incorrect alternative text, videos without captions, undefined headings, a lack of color contrast, inaccessible PDFs, and inaccessible keyboard links.

## **ii. UC Berkeley YouTube and iTunes U**

UC Berkeley offers thousands of free audio and video files, including lectures, events, and other video content on YouTube and on iTunes U. UC Berkeley faculty are invited to participate in UC Berkeley's lecture capture program, which involves recording and publishing select UC Berkeley courses on YouTube or iTunes U. In December 2015, UC Berkeley reported that its YouTube channel had about 9,600 hours of course video and 4,200 hours of events and other video content on its YouTube channel. Its iTunes U platform had 10,400 hours of course video, 800 hours of events video, 18,000 hours of course audio, and 225 hours of events audio. About 75 percent of the same video content on YouTube is also available on iTunes U. In May 2015, UC Berkeley informed the Department that for "budget reasons," beginning in the Fall 2015, UC Berkeley would limit access to new online content on YouTube and iTunes U to enrolled UC Berkeley students taking specific courses.

UC Berkeley's Educational Technology Services (ETS) unit is available to staff and faculty to provide closed captioning for UC Berkeley's online content made available to the public on YouTube and iTunes U. Upon request, ETS works with the Disabled Students Program, UC Berkeley faculty, staff or students sponsoring the video to provide transcription and upload transcripts of audio content. ETS does not field requests from the public about the accessibility of online content.

The Department found that of the 543 videos it could identify on the YouTube channel, 75 had manually generated closed captions. Of the remainder, many had automatic captioning generated by YouTube's speech recognition technology. In March 2015, the Department selected 30 videos – 15 with manually generated closed captions, 15 without – for review. The

lectures were selected across a sample of subjects and based on popularity. Examples of barriers to access on UC Berkeley YouTube channel content included the following:

1. Automatically generated captions were inaccurate and incomplete, making the content inaccessible to individuals with hearing disabilities.
2. Approximately half the videos did not provide audio description or any other alternative format for the visual information (graphs, charts, animations, or items on the chalkboard) contained in the videos. For example, in one video lecture, a professor pointed to and talked about an image and its structure without describing the image, making it inaccessible to individuals with vision disabilities.
3. Some visual content presented in the slide presentations had low color contrast. For example, two video lectures referenced computer code on the screen that had insufficient color contrast, making it difficult for an individual with low vision to discern. Another video lecture used different colored lines on a graph, but the colors could not be differentiated by an individual with low vision.

The Department also reviewed 99 lectures from 27 of the UC Berkeley courses available on iTunes University. The Department selected a sample of courses across disciplines and based on course popularity. Examples of barriers to access found on UC Berkeley iTunesU online content included the following:

1. None of the videos reviewed had closed captions.
2. None of the videos reviewed had audio description or any other alternative format for the visual information contained in the videos.

### **c. UC Berkeley's Policy Addressing Web Accessibility**

Since September 2013, UC Berkeley has been subject to the University of California Office of the President's Information Technology Accessibility Policy (Accessibility Policy), requiring that the "University seek[] to deploy information technology that has been designed, developed, or procured to be accessible to people with disabilities, including those who use assistive technologies."<sup>5</sup> The policy further states:

The University of California is committed to supporting an information technology (IT) environment that is accessible to all, and in particular to individuals with disabilities. To this end, the University seeks to deploy information technology that has been designed, developed, or procured to be accessible to people with disabilities, including those who use assistive technologies. An accessible IT environment generally enhances usability for everyone. By supporting IT accessibility, the University helps ensure that as broad a

---

<sup>5</sup> *Policy IMT -1300 Information Technology Accessibility*, University of California <http://policy.ucop.edu/doc/7000611> (last visited Feb. 22, 2016).

population as possible is able to access, benefit from, and contribute to its electronic programs and services.<sup>6</sup>

The Accessibility Policy sets forth technical standards and adopts the Web Content Accessibility Guidelines (WCAG) 2.0 at level AA success criteria.<sup>7</sup> The policy places specific requirements on UC Berkeley to:

- Adhere to the UC IT Accessibility Requirements, including the establishment of an IT Accessibility Program.
- Develop, purchase and/or acquire, to the extent feasible, hardware and software products that are accessible to people with disabilities.
- Promote awareness of this policy to all members of the University community, particularly those in roles that are responsible for creating, selecting, or maintaining electronic content and applications.

UC Berkeley's Web Accessibility Services team helps ensure that UC Berkeley websites and products are accessible to individuals with disabilities, including those who use assistive technologies such as screen readers. The Web Accessibility Services team is available to meet and consult with UC Berkeley community members to review and test websites for accessibility and to provide recommendations for improvement.<sup>8</sup>

The Accessibility Policy also notes that new development and purchases must receive higher priority over the retrofit of existing information resources. The Accessibility Policy provides for some exceptions, noting that conformance to technical standards "may not always be feasible due to the nature of the content, the purpose of the resource, the lack of accessible solutions, or an unreasonably high administrative or financial cost necessary to make the resource accessible." Nonetheless, the Accessibility Policy notes that difficulties conforming to technical standards "do not relieve the University programs or services from their IT accessibility obligations."<sup>9</sup>

---

<sup>6</sup> *Policy IMT -1300 Information Technology Accessibility*, University of California, <http://policy.ucop.edu/doc/7000611> (last visited Feb. 22, 2016).

<sup>7</sup> *Policy IMT -1300 Information Technology Accessibility, Addendum A*, University of California <http://policy.ucop.edu/doc/7000611> (last visited Feb. 22, 2016). WCAG 2.0 is based on four main principles – that individuals with disabilities can (1) perceive, (2) operate, (3) understand, and (4) interact with the Web – and sets forth 12 Guidelines, each with testable Success Criteria to ensure that each Guideline is satisfied. WCAG 2.0 identifies three levels of "conformance" with the Success Criteria: Levels A, AA, and AAA. Level AA, which is the intermediate level for access, contains criteria that provide comprehensive Web accessibility and are feasible for Web content developers.

<sup>8</sup> *Web Accessibility Services*, UC Berkeley Web Access, <http://webaccess.berkeley.edu/evaluating/services> (last visited Feb. 22, 2016).

<sup>9</sup> *Policy IMT -1300 Information Technology Accessibility, Addendum A*, University of California <http://policy.ucop.edu/doc/7000611>, (last visited Feb. 22, 2016).

## II. Conclusions of Law

Discrimination on the basis of disability by public entities, including universities, is prohibited by title II of the ADA. Title II mandates that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a). The title II regulation, set out at 28 C.F.R. pt. 35, reflects and implements the statute's nondiscrimination mandate. 42 U.S.C. § 12134 (directing the attorney general to promulgate regulations).

Under title II, public universities must afford individuals with disabilities an equal opportunity to participate in or benefit from any aid, benefit, or service provided to others. *See* 28 C.F.R. § 35.130(b)(1). UC Berkeley is required to take appropriate steps to ensure that communications with individuals with disabilities are as effective as communications with others. 28 C.F.R. § 35.160(a)(1). UC Berkeley is also required to furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of its services programs, or activities. 28 C.F.R. § 35.160(b)(1). UC Berkeley is not, however, required to take any action that it can demonstrate would result in a fundamental alteration in the nature of its service, program or activity or in undue financial and administrative burdens. 28 C.F.R. § 35.164. Finally, UC Berkeley may not utilize methods of administration that have the effect of defeating or substantially impairing accomplishment of UC Berkeley's objectives with respect to individuals with disabilities. 28 C.F.R. § 35.130(b)(3)(ii).

Based on our findings of accessibility barriers, we conclude that UC Berkeley is in violation of title II because significant portions of its online content are not provided in an accessible manner when necessary to ensure effective communication with individuals with hearing, vision or manual disabilities. In addition, UC Berkeley's administrative methods have not ensured that individuals with disabilities have an equal opportunity to use UC Berkeley's online content. While the University of California's Information Technology Accessibility Policy adopts the WCAG 2.0 AA technical standard, which provides clear parameters for ensuring online content is accessible to individuals with disabilities, UC Berkeley has not ensured compliance with its policy. For instance, we appreciate that the Berkeley Resource Center for Online Education is available to assist faculty in developing accessible courses, but UC Berkeley does not require faculty to work with the center. Similarly, Berkeley's Educational Technology Services is available to provide captions for YouTube and iTunes U content, but there is no routine practice of doing so. Moreover, while UC Berkeley has taken steps to ask faculty "to sign off on" the accessibility of UC BerkeleyX courses published through the self-service model, our review of UC Berkeley's online content demonstrated that this request has not resulted in the development of accessible courses. Thus, UC Berkeley has not met the goal of its own policy requiring it "to seek[] to deploy information technology that has been designed, developed, or procured to be accessible to people with disabilities."<sup>10,11</sup> Finally, UC Berkeley

---

<sup>10</sup> *Policy IMT -1300 Information Technology Accessibility*, University of California, <http://policy.ucop.edu/doc/7000611> (last visited Feb. 22, 2016).

has not established that making its online content accessible would result in a fundamental alteration or undue administrative and financial burdens. As indicated below, the Department would prefer to resolve this matter cooperatively.

### **III. Remedial Measures**

To remedy the violations discussed above, UC Berkeley must at least take the following steps:

1. Develop a system to monitor compliance with the technical standards adopted in the University of California's Information Technology Accessibility Policy, WCAG 2.0 AA.
2. Develop and implement procedures to ensure that courses on UC BerkeleyX conform to the WCAG 2.0 AA technical standards to the extent necessary so that individuals with vision, hearing and manual disabilities can acquire the same information, engage in the same interactions, and enjoy the same services as individuals without disabilities with substantially equivalent ease of use.
3. Develop and implement procedures to ensure that UC Berkeley content on the UC Berkeley YouTube channel conforms to the WCAG 2.0 AA technical standards to the extent necessary so that individuals with vision, hearing, and manual disabilities can acquire the same information, engage in the same interactions, and enjoy the same services as individuals without disabilities with substantially equivalent ease of use.
4. Develop and implement procedures to ensure that UC Berkeley content on the UC Berkeley iTunes U platform conforms to the WCAG 2.0 AA technical standards to the extent necessary so that individuals with vision, hearing, and manual disabilities can acquire the same information, engage in the same interactions, and enjoy the same services as individuals without disabilities with substantially equivalent ease of use.
5. Develop mechanisms and implement procedures for UC Berkeley to solicit, receive and respond to feedback regarding any barriers to access to the online content on UC BerkeleyX, UC Berkeley's YouTube channels or iTunesU platform, as well as feedback on how to improve the accessibility of that content.
6. Pay compensatory damages to aggrieved individuals for injuries caused by UC Berkeley's failure to comply with title II.

---

<sup>11</sup> This letter addresses only the issues investigated as part of this investigation and should not be construed to address any other title II issues not investigated at this time.

#### IV. Conclusion

We hope to work together with you to resolve our concerns regarding the accessibility of UC Berkeley's online content. The Department prefers to resolve this matter cooperatively through a court-enforceable consent decree that brings UC Berkeley into compliance with the ADA. 28 C.F.R § 35.173. In the event that we are unable to reach such a resolution, the Attorney General may initiate a lawsuit pursuant to the ADA. 42 U.S.C. § 12133; 28 C.F.R § 35.174. Please contact Charlotte Lanvers at (202) 305-0706 or [charlotte.lanvers@usdoj.gov](mailto:charlotte.lanvers@usdoj.gov) or Elisabeth Oppenheimer at (202) 616-3653 or [elisabeth.oppenheimer@usdoj.gov](mailto:elisabeth.oppenheimer@usdoj.gov) within two weeks of the date of this letter if you are willing to resolve this matter voluntarily or if you have any questions regarding this letter.<sup>12</sup>

Sincerely,



Rebecca B. Bond  
Chief  
Disability Rights Section

---

<sup>12</sup> Please note that this Letter of Findings is a public document and will be posted on the Civil Rights Division's website.

Defendant is a commercially operated retail grocery chain-  
the plaintiff a user of screen reading technology that is unable  
to have accessible digital content using adaptive technology.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

---

<p>JUAN CARLOS GIL,  Plaintiff,  v.  WINN-DIXIE STORES, INC,  Defendant.</p>	<p>No. 16-CV-23020-RNS  <b>STATEMENT OF INTEREST OF THE UNITED STATES OF AMERICA</b></p>
--	--

---

**STATEMENT OF INTEREST OF THE UNITED STATES OF AMERICA**

Plaintiff Juan Carlos Gil, who is blind, alleges he is a customer of Winn-Dixie Stores, a chain of grocery stores and pharmacies, and would like to access the information, goods, and services that Winn-Dixie Stores provides to customers via its website at [www.winndixie.com](http://www.winndixie.com). (Compl. ¶ 12, 22, 27.) The goods and services on the website include, for example, locations of stores, coupons to use in the stores, and the ability to refill pharmacy prescriptions. (Compl. ¶ 19, 21; Answer ¶ 19, 21; Pl.’s Resp. in Opp. to Def.’s Mot. for J. on the Pleadings at 21.) Mr. Gil alleges that, like many blind individuals, he accesses information on websites with the assistance of screen reader technology. (Compl. ¶ 23, 24.) Screen readers read aloud the information on the website, if the website has been coded to be compatible with screen reader technology. Mr. Gil alleges that he attempted to access the goods and services available on the Winn-Dixie website, but was unable to do so using his screen reader technology, or any other technology provided on the Winn-Dixie website. (Compl. ¶ 27, 28.) Mr. Gil alleges that the goods and services Winn-Dixie Stores provides through its website are inaccessible to him and

other individuals who are blind, and that such denial of access is a violation of Title III of the Americans with Disabilities Act (ADA). (Compl. ¶ 1, 32, 33, 59.)

Title III of the ADA provides that no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182. In moving for judgment on the pleadings, Defendant admits that its stores are places of public accommodation within the meaning of the ADA. (Answer ¶ 4, 16). Defendant further admits that, through Winn-Dixie Stores' website, patrons can order prescription refills to be picked up at the store pharmacy; search for nearby stores; and gather information on store hours, products, and services. (Answer ¶ 17, 19, 21; Def.'s Mot. for J. on Pleadings at 2, 6). Yet Defendant nonetheless argues that it has no obligation under the ADA to ensure that Mr. Gil and other blind patrons can access these and other services and advantages offered through its website.

Because Winn-Dixie Stores' argument cannot be squared with the plain language of the statute, the regulations, or with federal case law addressing this issue, the United States respectfully submits this Statement of Interest to clarify public accommodations' longstanding obligation to ensure that individuals with disabilities are not excluded, denied services, or treated differently than other individuals because of the absence of auxiliary aids and services, such as accessible electronic technology. This obligation means that websites of places of public accommodation, such as grocery stores, must be accessible to people who are blind, unless the public accommodation can demonstrate that doing so would result in a fundamental alteration or undue burden.

## LEGAL AUTHORITY TO FILE STATEMENT OF INTEREST

The United States submits this Statement of Interest pursuant to 28 U.S.C. § 517.<sup>1</sup> This litigation implicates the proper interpretation and application of Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the Department of Justice’s regulation implementing Title III, 28 C.F.R. pt. 36.<sup>2</sup> Therefore, the United States has a strong interest in the resolution of this matter.

## STATUTORY AND REGULATORY BACKGROUND

Title III of the ADA prohibits discrimination by public accommodations, prescribing that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). A public accommodation is defined as a private entity whose operations affect commerce, and which falls within one of 12 enumerated categories, including a “grocery store . . . or other sales or rental establishment,” 42 U.S.C. § 12181(7)(E), and a “pharmacy . . . or other service establishment.” 42 U.S.C. § 12181(7)(F). Title III prohibits public accommodations from denying individuals with disabilities the opportunity to participate in or benefit from their goods, services, privileges

---

<sup>1</sup> Under 28 U.S.C. § 517, the Attorney General is authorized to send an officer of the Department of Justice to any district in the United States “to attend to the interests of the United States in a suit pending in a court of the United States.”

<sup>2</sup> Congress delegated to the Department the authority to promulgate regulations under, issue technical assistance for, and seek enforcement in federal court of Title III, 42 U.S.C. §§ 12186(b), 12188(b), 12206. Accordingly, the Department’s views are entitled to deference. *Bragdon v. Abbott*, 524 U.S. 624, 646 (1998) (“As the agency directed by Congress to issue implementing regulations, . . . to render technical assistance explaining the responsibilities of covered individuals and institutions, . . . and to enforce Title III in court, . . . the Department [of Justice]’s views are entitled to deference.”).

or advantages or from affording individuals with disabilities an unequal opportunity to participate and benefit from the goods, services, privileges or advantages afforded to other individuals. 42 U.S.C. § 12182(b)(1)(A)(i) and (ii); 28 C.F.R. §§ 36.202(a) and (b).

Title III further imposes specific statutory and regulatory requirements to ensure that persons with disabilities are not excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services. Auxiliary aids and services include qualified interpreters, notetakers, computer-aided transcription services, written materials, open and closed captioning, and accessible electronic and information technology, among other methods. 28 C.F.R. § 36.303(b). Under these provisions, public accommodations must furnish appropriate auxiliary aids and services where necessary for effective communication, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303.

## **DISCUSSION**

Winn-Dixie Stores, a private chain of grocery/pharmacy stores whose operations affect commerce, is a public accommodation within the meaning of Title III of the ADA, 42 U.S.C. § 12181(7)(E) and (F), and is therefore subject to the statute's nondiscrimination mandate. Defendant nonetheless moves for judgment on the pleadings, arguing that it is not liable for accessibility barriers on the Winn-Dixie Stores' website because websites are never covered under Title III, i.e., that Title III applies only to physical locations. Defendant further argues that, under Eleventh Circuit case law, even if the existence of website accessibility

barriers could result in a Title III violation, that claim could only be stated where such barriers categorically prevent an individual with a disability from entering the physical location. In other words, Defendant argues for judgment as a matter of law because Mr. Gil did not plead that his inability to access Winn-Dixie Stores' website prevented him from entering a Winn-Dixie grocery store. As discussed below, Defendant's arguments cannot be reconciled with the statute, the legislative history, and the Department of Justice's long-standing interpretation of public accommodations' Title III obligations relating to websites. Nor can Defendant's arguments be aligned with federal case law, within or outside this circuit.

A. Title III Coverage of Winn-Dixie Stores' Goods and Services on its Website is Consistent with the Text of the ADA and Congress' Intent

Under the plain language of the statute, Title III applies to discrimination in the goods and services "of" a place of public accommodation, rather than being limited to those goods and services provided "at" or "in" a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). This statutory language demonstrates that goods and services provided off-site are covered, whether provided via website, the telephone or the mail. *See Nat'l Fed'n of the Blind v. Target Corp.*, 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006) (limiting Title III to discrimination "occurring on the premises of a public accommodation would contradict the plain language of the statute"). For example, when a medical provider mails an invoice to a customer, the invoice is a service of the public accommodation that is covered by the ADA, and the medical provider must provide the invoice in an alternate format (e.g., electronic, or large print) if needed by an individual with a disability, unless doing so would result in an undue burden or a fundamental alteration. *See Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d 1104, 1115 (9th Cir. 2000) ("whatever goods or services the place [of public accommodation] provides, it

cannot discriminate on the basis of disability in providing enjoyment of those goods and services.”) Likewise, the goods and services of a public accommodation provided via website are covered by the ADA.

Legislative history also supports that websites of public accommodations are covered under Title III. Congress’ purpose in enacting the ADA was “to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities,” 42 U.S.C. § 12101(b)(1), having found that “discrimination against individuals with disabilities persists in such critical areas as . . . public accommodations . . .” and that “many people with physical or mental disabilities have been precluded from [fully participating in all aspects of society].” 42 U.S.C. § 12101(a)(3) and (1). Although the internet did not exist when Congress enacted the ADA in 1990, Congress intended to include the use of new and evolving technologies by public accommodations and other covered entities in meeting their ADA obligations. The House Committee on Education and Labor stated that it intended “that the types of accommodation and services provided to individuals with disabilities, under all of the titles of this bill, should keep pace with the rapidly changing technology of the times,” and that technological advances “may require public accommodations to provide auxiliary aids and services in the future which today would not be required because they would be held to impose undue burdens on such entities.” H.R. Rep. No. 101-485, pt. 2, at 108 (1990). Consequently, it is consistent with Congressional intent to include within Title III’s coverage the goods and services provided by public accommodations over their websites. *See Nat’l Fed’n of the Blind v. Scribd*, 97 F.Supp. 3d 565, 574 (D. Vt. 2015) (“It seems likely that making websites compatible with screen reader software is the kind of advanced technology Congress was envisioning.”)

The alternative -- excluding all goods and services of public accommodations provided via websites from the ambit of Title III -- would threaten, once again, to exclude people with disabilities from full participation in society.

Consistent with the text and legislative history of the ADA, the Department of Justice (Department) has long affirmed the application of Title III of the ADA to websites of public accommodations.<sup>3</sup> The Department is engaged in rulemaking to consider whether specific requirements or technical standards for website accessibility should be developed, but this does not undermine or change public accommodations' longstanding existing obligation to ensure equal access to their goods and services, including those offered via a website, for individuals with disabilities.<sup>4</sup>

---

<sup>3</sup> See generally Statement of Interest of the United States, *Nat'l Assoc. of the Deaf v. Netflix, Inc.*, 869 F. Supp. 2d 196 (D. Mass. 2012) (No. 3:11-cv-30168), available at [www.ada.gov/briefs/netflix\\_SOI.pdf](http://www.ada.gov/briefs/netflix_SOI.pdf) (discussing the Department's history of public pronouncements on the topic); see also Consent Decree, *Nat'l Fed. of the Blind and United States v. HRB Digital LLC and HRB Tax Group, Inc.*, No. 1:13-cv-10799-GAO (entered March 25, 2014), available at [www.ada.gov/hrb-cd.htm](http://www.ada.gov/hrb-cd.htm) (comprehensive decree governing the accessibility of H&R Block's website); *Settlement Agreement Between United States and Ahold U.S.A. Inc. and Peapod LLC* (11/17/14), available at [https://www.ada.gov/peapod\\_sa.htm](https://www.ada.gov/peapod_sa.htm) (agreement addressing accessibility of online grocery service).

<sup>4</sup> Pursuant to its statutory authority to promulgate regulations to implement Title III of the ADA, on July 26, 2010, the Department issued an Advanced Notice of Proposed Rulemaking ("ANPRM") on Accessibility of Web Information and Services of State and Local Government Entities and Public Accommodations, announcing the Department's interest in developing more specific requirements or technical standards for website accessibility. 75 Fed. Reg. 43,460 (July 26, 2010). In the ANPRM, the Department reaffirmed its longstanding position that the ADA applies to websites of public accommodations, and reiterated, consistent with the preamble to the 1991 regulations, that the ADA regulations should be interpreted to keep pace with developing technologies. *Id.* at 43,464 ("The Department has also repeatedly affirmed the application of Title III to Web sites of public accommodations."). The Department recognized, however, that in light of inconsistent court decisions on website-related obligations and differing technical standards for determining web accessibility, further guidance was warranted. *Id.* The development of the Department's web regulation is ongoing.

B. Title III Coverage of Winn-Dixie Stores' Goods and Services on its Website is Consistent with Eleventh Circuit Case Law

Federal case law within the Eleventh Circuit supports application of Title III to public accommodations' websites. While the Eleventh Circuit has not yet had the opportunity to address website accessibility under Title III, Defendant nonetheless argues that under the Eleventh Circuit's holding in *Rendon v. Valleycrest Productions, Ltd.*, 294 F.3d 1279 (11<sup>th</sup> Cir. 2002), Title III only covers enjoyment of a defendant's goods, services, and privileges *at a physical location*. (Def.'s Reply in Supp. of Mot. for J. on the Pleadings at 2.) Defendant's reliance on *Rendon* is misplaced, as in fact, *Rendon* supports the principle that Title III is not artificially limited to discrimination that occurs *on site* at a place of public accommodation. Plaintiffs in that case, individuals who were deaf or had mobility impairments, argued that the telephone screening process for participation in a television quiz show discriminated against them because they could not hear the questions on the phone or could not quickly manipulate the telephone key pad to reply. The parties conceded that the production studio where the quiz show was filmed was a place of public accommodation. *Rendon*, 294 F.3d. at 1283.

Finding that Title III covers "intangible barriers . . . that restrict a disabled person's ability to enjoy the defendant entity's goods, services, and privileges," *id.*, the Eleventh Circuit rejected the production company's argument that, because the alleged discrimination occurred only via phone, the phone line itself had to be a place of public accommodation in order for the phone screening to be covered by the ADA. *Id.* The Eleventh Circuit further rejected the argument that discrimination located physically apart from the production studio was not covered under Title III, and found that plaintiffs stated a valid claim "by alleging that the fast finger telephone selection process is a discriminatory screening mechanism, policy or procedure, which

deprives them of the opportunity to compete for the privilege of being a contestant on the Millionaire program.” *Rendon*, 294 F.3d. at 1286.

Thus, the *Rendon* court did not rule, as Defendant suggests, that Title III only covers discrimination that prevents someone from physically entering a place of public accommodation. (ECF 19, Def.’s Mot. for J. on Plead. at 7-8.) Rather, *Rendon* addressed restricting an individual’s ability to enjoy the “goods, services, and privileges” of a public accommodation – and Mr. Gil similarly claims that he cannot fully enjoy the goods, services, and privileges of Winn-Dixie stores because of the inaccessibility of [www.winndixie.com](http://www.winndixie.com). Further, just as *Rendon* held that the phone line itself need not be a place of public accommodation for the barriers posed by the phone line to be covered by Title III, 294 F.3d. at 1283, so too the Winn-Dixie Stores’ website need not itself be a place of public accommodation for Plaintiff to state a valid claim. *See Nat’l Fed’n of the Blind v. Target Corp.*, 452 F. Supp. 2d 946, 954 (N.D. Cal. 2006) (distinguishing the district court’s opinion in *Southwest Airlines* on the grounds that, “[s]ince there was no physical place of public accommodation alleged in [*Southwest Airlines*], the court did not reach the precise issue presently in dispute: whether there is a nexus between a challenged service and an actual, physical place of public accommodation.”). The correct analysis for a Title III website claim is whether an individual has been discriminated against on the basis of disability *in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation*, including the goods and services provided on a website of a place of public accommodation.

Defendant’s heavy reliance on the district court’s opinion in *Access Now v. Southwest Airlines*, 227 F. Supp. 2d 1312 (S.D. Fla. 2002), is misplaced. In *Southwest Airlines*, the court

addressed only whether the Southwest Airlines website itself, southwest.com, was a “place of public accommodation” under Title III, i.e., whether a place of public accommodation could exist solely in cyberspace. On that narrow question, the court concluded that “Title III of the ADA governs solely access to physical, concrete places of public accommodation” and thus the website itself was not a place of public accommodation. *Id.* at 1318. Because the plaintiffs in *Southwest Airlines* did not present the broader claim—whether Southwest Airlines operates a place of public accommodation more broadly, e.g., a travel service, which provides some of its services via a website—the district court never reached that question. Indeed, when the case was appealed, the Eleventh Circuit acknowledged the distinction between these two theories of coverage but concluded that the plaintiffs’ failure to raise the broader theory below precluded the court from addressing it on appeal. *See Access Now v. Southwest Airlines*, 385 F.3d 1324, 1328 (11<sup>th</sup> Cir. 2004) (“All of the counts in the complaint thus focused entirely on the inaccessibility of the web site itself as a place of public accommodation, making no connection between Southwest.com and any other supposed place of public accommodation.”).

Here, Mr. Gil’s complaint includes the broader theory—that Winn-Dixie Stores owns and operates grocery/pharmacy stores, which are unquestionably physical, concrete structures that fall within the enumerated sales and service establishment categories of public accommodation under Title III, and that some of Winn-Dixie Stores’ services are provided via its website. Accordingly, this court need not decide whether Winn-Dixie Stores’ website itself is a place of public accommodation in order to resolve this motion. Rather, this court need only determine whether Mr. Gil has sufficiently pled that Winn Dixie Stores denied him the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations on the

basis of disability when it refused to make its website accessible to blind patrons. Thus, the district court's analysis in *Southwest Airlines* is inapposite.<sup>5</sup>

C. Title III Coverage of the Goods and Services on Winn-Dixie Stores' Website is also Consistent with the Case Law in All Other Circuits to have Decided the Issue.

Outside of the Eleventh Circuit, some courts have concluded that Title III reaches all private entities whose operations fall within the 12 statutorily enumerated categories of public accommodation, regardless of whether the entity owns or operates out of a brick and mortar facility. Other courts have concluded that Title III's prohibition on discrimination in the goods and services "of any place of public accommodation" requires a physical place and that Title III only covers goods and services with a sufficient nexus to that physical place. But no courts have found, as Defendant proposes here, Title III inapplicable to goods and services provided on a website of a place of public accommodation that has a strong nexus to a physical location.

In the First, Second, and Seventh Circuits, courts have concluded that Title III does not limit places of public accommodation to physical spaces. *See, e.g., Carparts Distrib. Ctr., Inc. v. Automotive Wholesaler's Assoc. of New England, Inc.*, 37 F.3d 12 (1st Cir. 1994) (finding Title III not limited to physical places); *Nat'l Fed'n of the Blind v. Scribd*, 97 F.Supp. 3d 565 (D. Vt. 2015) (finding website with no nexus to a physical space covered under Title III); *Nat'l Assoc. of the Deaf v. Netflix, Inc.*, 869 F. Supp. 2d 196 (D. Mass. 2012) (finding website with no nexus to a physical space covered under Title III); *cf. Doe v. Mutual of Omaha Ins. Co.*, 179 F.3d 557, 559 (7th Cir. 1999) (finding Title III coverage of websites in dicta); *Morgan v. Joint Admin. Bd., Ret. Plan of the Pillsbury Co.*, 268 F.3d 456, 459 (7th Cir. 2001) (same); *see also Nat'l Assoc. of*

---

<sup>5</sup> Because this case does not involve an entity whose operations exist only in cyberspace, this Statement does not address Title III's application to such entities.

*the Deaf, et al. v. MIT*, 15-cv-30024, 2016 WL 6652471 (D. Mass. Nov. 4, 2016) (denying motion to stay or dismiss claim that defendant violated Title III of the ADA and Section 504 of the Rehabilitation Act by failing to caption its online content); *Nat'l Assoc. of the Deaf, et al v. Harvard Univ.*, 15-cv-30023, 2016 WL 6540446 (D. Mass. Nov. 3, 2016) (same).

These courts' holdings have focused on statutory construction and legislative history, among other reasons. For example, in *Carparts*, the court reasoned that a "travel service," specifically identified in the statute, does not require a person to physically enter an actual physical structure since many travel services conduct business by phone and mail. Further, the court noted that neither the statute nor the regulation make any mention of physical boundaries or physical entry. *Carparts*, 37 F.3d at 19-20. The court thus concluded that Title III coverage is not limited to businesses with physical structures. *Id.* at 20. In *Scribd*, the court found that the statutory language did not require a physical place and that reading the statute to require one would lead to absurd results and arbitrary treatment (e.g., covering a customer who bought an insurance policy in the parent company's office, but not the customer who bought the same policy from a door-to-door salesperson). 97 F. Supp. 3d at 572-73. The court also reasoned that the ADA's purpose as a remedial statute, as well as Congress' intent that the statute be responsive to changes in technology, supported that Title III's coverage is not limited only to physical locations open to the public. 97 F.Supp. 3d at 573-74. Under the reasoning of these cases from the First, Second, and Seventh Circuits, clearly Winn-Dixie Stores' website would be covered under Title III of the ADA.

Other courts in the Third, Sixth, and Ninth Circuits have concluded that places of public accommodation must be physical places, and that goods and services without a sufficient nexus

to a physical place are not covered under Title III. *See, e.g., See Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d 1104, 1114-16 (9th Cir. 2000) (requiring some connection between the goods or services complained of and an actual physical place); *Ford v. Schering-Plough Corp.*, 145 F.3d 601, 612-13 (3d Cir. 1998) (finding no nexus between challenged insurance policy and services offered to the public from insurance office); *Parker v. Metropolitan Life Ins.*, 121 F.3d 1006 (6<sup>th</sup> Cir. 1997); *Earll v. eBay, Inc.*, 599 F. App'x 695, 696 (9th Cir. 2015) (ADA claim fails because eBay's services not connected to any physical place); *Cullen v. Netflix, Inc.*, 600 F. App'x 508, 509 (9th Cir. 2015) (Netflix not subject to ADA because Netflix's services not connected to any physical place); *Young v. Facebook, Inc.*, 790 F. Supp. 2d 1110 (N.D. Cal. 2011) (ADA claim fails because Facebook's internet services do not have a nexus to a physical place of public accommodation).

These cases have relied, among other bases, on the statutory construction doctrine of *noscitur a sociis* (which says that a term should be interpreted by reference to the accompanying words in the statute), to find that “place of public accommodation” is limited to physical locations because the types of public accommodations listed in the statute all have physical locations. *See Weyer*, 198 F.3d at 1114 (the list of public accommodations in § 12181(7) all are “actual, physical places where goods or services are open to the public, and places where the public gets those goods or services.”); *Ford*, 145 F.3d at 614 (list of public accommodations in 12181(7) “refer to places with resources utilized by physical access”). In these cases, the courts found that a place of public accommodation must be a physical place, and the goods and services alleged to be discriminatory must have a sufficient nexus to the physical place to be covered by Title III. In *Weyer*, *Ford*, and *Parker*, all of which involved insurance plans provided by

employers to the plaintiff employee, the courts found that there was not a sufficient nexus between the plan provided by the employer, which was not publicly available, and the services offered by the insurance company to the public at its offices.

One district court in the 9<sup>th</sup> Circuit, which has adopted the nexus approach, addressed facts similar to the instant case. In *National Federation of the Blind v. Target Corp.*, 452 F. Supp. 2d 946 (N.D. Cal. 2006), the district court addressed whether goods and services provided on Target's website were covered by Title III. The court held that Target.com was heavily integrated with Target's physical stores and "operates in many ways as a gateway to the stores," and therefore, its inaccessibility would violate the ADA if it "impede[d] the full and equal enjoyment of goods and services offered in Target stores." *Id.* at 955. Similarly, in the instant case, Mr. Gil alleges that the inaccessibility of Winn-Dixie Stores' website impedes his full and equal enjoyment of the goods and services offered in the Winn-Dixie stores because, for example, he cannot access the online coupons to use in the stores or order his medication refills online for pickup at the store. Like in *Target*, Mr. Gil has alleged that the winndixie.com website has a sufficient nexus to its physical stores because barriers on the website impede Mr. Gil's full and equal enjoyment of goods and services offered in the stores. Thus, under *Target* and other nexus approaches in the Third, Sixth, and Ninth Circuits, Winn-Dixie Stores' website would also be covered under Title III of the ADA.

## CONCLUSION

For the foregoing reasons, the United States respectfully requests that the Court consider this Statement of Interest in this litigation.

Dated: December 12, 2016

WIFREDO A. FERRER  
United States Attorney  
Southern District of Florida

VANITA GUPTA  
Principal Deputy Assistant Attorney General

EVE L. HILL  
Deputy Assistant Attorney General

REBECCA B. BOND  
Chief

KATHLEEN P. WOLFE  
Special Litigation Counsel

AMANDA MAISELS  
Deputy Chief

/s/ Veronica Harrell-James  
VERONICA HARRELL-JAMES

Assistant United States Attorney

Fla. Bar No. 644791

99 N.E. 4th Street

Miami, FL 33132

Telephone: (305) 961-9327

Facsimile: (305) 530-7139

[Veronica.Harrell-James@usdoj.gov](mailto:Veronica.Harrell-James@usdoj.gov)

/s/ Amanda Maisels

Disability Rights Section

Civil Rights Division

U.S. Department of Justice

950 Pennsylvania Avenue, N.W. – NYA

Washington, DC 20530

Telephone: (202) 307-0663

Facsimile: (202) 307-1197

[Amanda.maisels@usdoj.gov](mailto:Amanda.maisels@usdoj.gov)

*Counsel for the United States of America*

## CERTIFICATE OF SERVICE

I hereby certify that, on December 12, 2016, I electronically filed the **Statement of Interest of the United States of America** with the Clerk of the Court using the CM/ECF system, which will send Notices of Electronic Filing (NEF) to all registered participants and that paper copies will be sent to those counsel listed as non-registered participants on this same date.

/s/ Veronica Harrell-James  
VERONICA HARRELL-JAMES  
Assistant United States Attorney  
Fla. Bar No. 644791  
99 N.E. 4th Street  
Miami, FL 33132  
Telephone: (305) 961-9327  
Facsimile: (305) 530-7139  
[Veronica.Harrell-James@usdoj.gov](mailto:Veronica.Harrell-James@usdoj.gov)

Counsel for United States of America

**MBS Invoice**

# My Blind Spot®

INSPIRING ACCESSIBILITY FOR ALL

90 Broad Street-18 floor  
NY NY 10004

## Invoice

Date	Invoice #
2/26/2018	10163

Bill To
NYSPSP Ellen Nantista 136 State Street, 2nd Floor Albany, NY 12207

P.O. No.	Terms	Project
	Net 15	DMV

Quantity	Description	Rate	Amount
20	Consulting Services at an hourly rate of \$125.00 Provide accessibility testing for the DMV website/Proof Wizard as follows:  Test for 508 and WCAG 2.0 Level A, AA Must separate results by 508 and WCAG level Provide a description and examples (screenshots, if useful) of issues encountered Provide the severity of the issues Provide detailed remediation suggestions, including Offer specific remediation suggestions and examples Offer specific remediation suggestions to configuration settings Submit audit findings via phone conference to discuss issues and remediation strategies  Test DMV's two pages supplied below: The team would like My Blind Spot to review and provide feedback on the following two sites. These pages are in DMV's development region, not production. <a href="https://nydmvdev.prod.acquia-sites.com/">https://nydmvdev.prod.acquia-sites.com/</a> <a href="https://nydmvdev.prod.acquia-sites.com//which-id-right-me">https://nydmvdev.prod.acquia-sites.com//which-id-right-me</a>  Effort will be considered complete upon delivery of audit report and review via phone conference.	125.00	2,500.00
	Commission to NYSPSP	-4.50%	-112.50
		<b>Total</b>	\$2,387.50

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,387.50

# **Affiliate Reports for DMV**



## Priority Accessibility Audit Report

Prepared for

### New York State Department of Motor Vehicles

This manual detailed accessibility audit report covers the following website:

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizlicensePermitNDID.cfm>

and followed the flow outlined in the pictures provided by Timothy Fiori

Prepared by

**My Blind Spot**<sup>®</sup>

December 5<sup>th</sup>, 2017

**access=ability**<sup>™</sup>  
infinite possibilities



## Content

Mission .....	3
Why Care? .....	3
Overview .....	3
Accessibility Compliance.....	3
Usability .....	4
Screen Readers.....	4
User Journey Followed:.....	6
Priority Accessibility Audit Results:.....	11
Multiple Pages Affected:.....	11
Proof of NY Residence.....	13
Your Checklist.....	14
Accessibility Testing Tools and Guidelines .....	15



## Mission

We are a forward-thinking New York-based non-profit organization focused on **Inspiring Accessibility for All!** We work with corporations, governmental agencies and educational institutions to infuse accessibility into the DNA of your organization's culture. At My Blind Spot, we believe that access to the right tools promotes ability and restores infinite possibilities. We work to ensure inclusion, true inclusion, for people of all abilities and like to make sure people don't 'dis' our ability!

## Why Care?

- Globally, the estimated population of people with disabilities is 1.3 billion, constituting an emerging market larger than the size of China.
- Our friends and families constitute a global population of 2.3 billion people, often acting on their emotional connection to the disabled community. Globally, they have a collective discretionary spending power of more than \$8 trillion, with \$4 trillion of that power here in the USA. *(Source: The Return on Disability Group)*
- Approximately 75% of disabled consumers will walk-away from a business because of inaccessibility. *(Source: Data and Strategy Survey, Cyngal)*
- Minimize your exposure to lawsuits. Over the past two decades there have been an increasing amount of significant lawsuits and settlements that could have been avoided by proactive work.

## Overview

For typical users there is no discernable difference between an accessible site and a site that has not been optimized for severely visually impaired and print disabled visitors. In fact, many of the accessibility standards are actually best practices for general web development as a whole. Consistency in headings, font sizes, and colors, Meta tags for pages, useful descriptions for images, and transcripts for audio and video features are important design considerations regardless of the potential audience and will lend itself to making your site more accessible.

## Accessibility Compliance

The Web Content Accessibility Guidelines (WCAG) were developed by the World Wide Web Consortium (W3C) in cooperation with individuals and organizations around the world, with a goal of providing a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally. These standards involve details such as using font size and not just color to differentiate topics, descriptive hyperlinks and transcribed videos, mouse-free navigation and screen reader compatibility. My Blind Spot recommends using the W3C's WCAG 2.0 Level AA as the guidelines in order to bring the clients digital offering into accessibility compliance which meet or exceed Federal mandates and regulations in the United States.



## Usability

Making a website compliant does not necessarily make it usable. For example, if an image contains a Meta tag that just says “image”, it will pass the accessibility tests, however that conveys no useful information to the screen reader navigating the page. A more descriptive tag should convey information about the image and hyperlink if it’s a linked image. For example, a proper description of an image of an envelope would be: “image of envelope – click here for your messages”. If you have a site that addresses both usability and accessibility, then you have a much better chance of addressing the best practices for website design and development as specifically outlined by the W3C. At MBS we offer both accessibility and usability testing. We also have a team of beta-testers that are also stake-holders who can be called upon as needed.

## Screen Readers

The number of adaptive and assistive tools used by the blind and the print disabled include, screen readers, magnifiers, and speech to text programs. One of the most widely used tools, for the blind and print disabled needing to navigate the web is a screen reader. These devices and software convert printed text to spoken word. However, in and of themselves a screen reader is incapable of converting an improperly designed site to useful audio. Screen readers are unable to portray intent to a visitor, it can only report back what is written, and so basic functions like navigating to the desired content must be organized in such a way that a visitor listening for audio cues can find their way around the site. Without proper design, even the simplest aspects of a site break down, and the site becomes impossible to use. Some of the popular screen readers are: NVDA, JAWS and Window-Eyes.

We would suggest first downloading the free NVDA reader from their website at <http://www.nvaccess.org/>. The NVDA reader requires more adherence to accessibility guidelines than other readers. For a quick review of how NVDA works click here <http://webaim.org/articles/nvda/>.

JAWS and Window-Eyes are not free products, however they both offer limited time, full working demo copies. We recommend downloading the evaluation demo of JAWS from their website at <http://www.freedomscientific.com/>. For a quick review of how JAWS works click here <http://webaim.org/articles/jaws/>. Window-Eyes can be downloaded from <http://www.gwmicro.com/>. For Mac computers you can use VoiceOver. VoiceOver is a screen reader program that comes on new Mac computers, iPhones, iPads, and iPod touches. For a quick review of how VoiceOver works click here <http://webaim.org/articles/voiceover/>.

My Blind Spot recommends and tests using the latest browser versions and latest versions of JAWS and NVDA.



## Screen reader – quick keys

Here is a small list of the typical “quick keys” that screen readers use to allow for navigation of a web page. The order to which these keys jump to the next element is based on the order it is encountered in the code unless otherwise instructed via tab indexes or JavaScript.

Tab – jump from a link or form element to the next one.

Shift Tab – jump from a link or form element to the previous one.

H – Headings, will allow the user to sequentially jump to the next designated heading.

1-6 – Headings level 1 through 6.

Insert F6 – List of Headings

Insert F7 – Elements list – this brings up a list of headings, links and landmarks within the page.

CTRL Home – brings the user back to the top of the web page.

F – Forms, brings the user to any form within the page.

T – Tables, brings the user to any table within the page.

B – Buttons, brings the user to any button within the page.

Down arrow – read next line

Up arrow – read previous line

Right arrow – read next character

Left arrow – read previous character

Insert up arrow – read current line

Insert down arrow – read all

Insert F5 – read color

Insert + space – toggle that enters or exits form mode



### User Journey Followed:

The following pictures – provided to My Blind Spot by Timothy Fiori – show the pages of the user journey, in order, which were tested.

URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizlicensePermitNDID.cfm>

**Department of Motor Vehicles**

Welcome to DMV's Document Guide

I want to:

- Get a Learner Permit or Non-Driver ID
- Exchange my out-of-state license or CDL
- Change my existing NY State license/ID to a REAL ID or Enhanced
- Process other transactions for my existing NY State license/ID

Continue

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents still need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigations Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in conjunction with it, or deceiving or substituting, or causing another person to deceive or substitute in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law, and may result in the revocation or suspension of your license.

Quick Links | Receive Email/Text Reminders | Register to Vote  
Military & Veterans Resources | Register as An Organ Donor  
E-ZPass® | Privacy & security

DMV Home

URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizgetAPermit.cfm>

**Department of Motor Vehicles**

Get a Learner Permit or Non-Driver ID

I would like to get a

- Permit
- Non-Driver ID

Back | Continue

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents still need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigations Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in conjunction with it, or deceiving or substituting, or causing another person to deceive or substitute in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law, and may result in the revocation or suspension of your license.

Quick Links | Receive Email/Text Reminders | Register to Vote  
Military & Veterans Resources | Register as An Organ Donor  
E-ZPass® | Privacy & security

DMV Home



URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofDateofBirth.cfm>

**Department of Motor Vehicles**

**Get a Non-Driver ID**

➔ Proof of Date of Birth
➔ Social Security Status
➔ Proof of NY Residence
➔ Proof of Identification
➔ Your Checklist

Select Proof of Date of Birth (Select at least one.)

- Valid U.S. Passport or Passport Card [🔗](#)
- U.S. Birth Certificate [🔗](#)
- Valid Foreign Passport [🔗](#)
- Certificate of Naturalization or Citizenship [🔗](#)
- Valid U.S. Employment Authorization Card with Valid Foreign Passport with U.S. Visa, I-94, or I-551 stamp. (The Visa, I-94, or I-551 can be expired.) [🔗](#)
- Valid U.S. Employment Authorization Card with I-797 Notice of Action, commonly known as a receipt letter. (Review of these documents is required at the time of your office visit.) [🔗](#)
- Valid U.S. Permanent Resident Card [🔗](#)

[Show More Documents](#)

[← Back](#)
[Continue →](#)



MUST BE ORIGINAL OR CERTIFIED COPY.

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents still need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigations Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in conjunction with it, or obtaining or substituting, or causing another person to obtain or substitute, in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law, and may result in the revocation or suspension of your license.

URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizsocialsecurity.cfm>

**Department of Motor Vehicles**

**Get a Non-Driver ID**

➔ Proof of Date of Birth
➔ Social Security Status
➔ Proof of NY Residence
➔ Proof of Identification
➔ Your Checklist

U.S. Birth Certificates

Do you have a U.S. Social Security card in-hand?

Yes

No

[← Back](#)
[Continue →](#)



YOUR SOCIAL SECURITY CARD MUST BE AN ORIGINAL DOCUMENT. NO PHOTO COPIES WILL BE ACCEPTED.

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents still need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigations Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in conjunction with it, or obtaining or substituting, or causing another person to obtain or substitute, in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law, and may result in the revocation or suspension of your license.

**Quick Links**

- Receive Email/Text Reminders
- Military & Veterans Resources
- E-ZPass<sup>®</sup>

**Register to Vote**

- Register as An Organ Donor
- Privacy & security

**DMV Home**



URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofResidence.cfm>

## Department of Motor Vehicles

**Get a Non-Driver ID**

✓ Proof of Date of Birth

✓ Social Security Status

✗ Proof of NY Residence

✗ Proof of Identification

✗ Your Checklist

U.S. Birth Certificate

U.S. Social Security Card

**Proof that you are a NY State Resident** (Must show name and current NY State address. It cannot be a P.O. Box)  
(Choose 2 for a REAL ID [i](#) compliant document)

- I am under 21 and my parent or guardian is going to accompany me to DMV [Q](#)
- My NY State driver license, permit or non-driver ID has my current address on it [Q](#)
- Bank Statement [Q](#)
- Utility Bill [Q](#)
- High School ID card with report card [Q](#)
- Computer printed pay stub [Q](#)

[Show More Documents](#)

[← Back](#)
[Continue →](#)

**UTILITY BILL**

Name: JANE E. JENSEN Account Number: 88234 88234 Phone Number: 516-555-1212 Service Address: 2345 Avenue X, New York, NY 10044	Payment Method: 0000 0000 0000 0000 Thank you for your payment of \$128.30 on 06/01/2017
<b>Billing Summary</b> Billing Period: 05/01/17 - 05/31/17 Amount Due: \$128.30 Payment Made: \$0.00 Balance Forward: \$0.00 Total Due: \$128.30	<b>Payment Information</b> Payment Reference: 0000000000000000 Payment Due Date: 06/15/17 Payment Method: 0000 0000 0000 0000 Payment Amount: \$128.30 Payment Status: PAID Payment Date: 06/01/17

**MUST SHOW NAME AND CURRENT NY STATE ADDRESS. BILL MUST BE FOR A RECURRING SERVICE (E.G. HOME OR CELL TELEPHONE BILL, ELECTRIC BILL, TRASH BILL, WATER BILL). MUST BE ISSUED WITHIN 120 DAYS OF YOUR DMV OFFICE VISIT.**

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents still need to be verified in the office. DMV will require all documents that appear to be fraudulent for review by DMV's Investigations Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in conjunction with it, or

URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofIdentification.cfm>

## Department of Motor Vehicles

**Get a Non-Driver ID**

✓ Proof of Date of Birth

✓ Social Security Status

✓ Proof of NY Residence

✗ Proof of Identification

✗ Your Checklist

U.S. Birth Certificate

U.S. Social Security Card

Bank Statement  
Utility Bill

**Select Proof of Identification**

- Valid U.S. Passport or Passport Card [Q](#)
- I am under 21 and my parent or guardian is going to accompany me to DMV (form MV-45) [Q](#)
- Photo driver license issued by another U.S. state, U.S. territory, or Canadian province [Q](#)
- U.S. Cash Card (ATM) [Q](#)
- NY State Benefit/Medicaid Card [Q](#)
  - with photo
  - without photo
- Valid Foreign Passport [Q](#)
- Bank Statement [Q](#)

[Show More Documents](#)

[← Back](#)
[Continue →](#)

Your Bank Name Here MEMBER

5444 4812 3456 7891  
 0000 0000 0000 0000  
 MRS JANE SAMPLE  
 VALID THRU 07/19  
 Debit MasterCard

**MUST BE ISSUED BY A U.S. BANK, BE CURRENT WITH NAME PRE-PRINTED.**



URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizfinish.cfm>

**Department of Motor Vehicles**

**Get a Non-Driver ID**

✔ Proof of Date of Birth

✔ Social Security Status

✔ Proof of NY Residence

✔ Proof of Identification

✖ Your Checklist

U.S. Birth Certificate

U.S. Social Security Card

Bank Statement  
Utility Bill

ATM card  
NYS Benefit/Medicaid Card  
without photo

Do all of your documents show the same first and last name?

Yes  
 No

← Back

Continue →

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents will need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigators Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in connection with a, or deceiving or assisting, or causing another person to deceive or substitute in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law and may result in the revocation or suspension of your license.

Quick Links

Receive Email/Text Reminders  
Military & Veterans Resources  
E-ZPass<sup>®</sup>

Register to Vote  
Register as an Organ Donor  
Privacy & security

DMV Home

URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizfinishenhanced.cfm>

**Department of Motor Vehicles**

**Get a Non-Driver ID**

✔ Proof of Date of Birth

✔ Social Security Status

✔ Proof of NY Residence

✔ Proof of Identification

✖ Your Checklist

U.S. Birth Certificate

U.S. Social Security Card

Bank Statement  
Utility Bill

ATM card  
NYS Benefit/Medicaid Card  
without photo

**Almost Done....**

Your proof selections allow you to change your REAL ID document to an Enhanced document.

An Enhanced document (License, Permit, or Non-Driver ID) will:

- Allow you to cross land borders into Canada, Mexico, and some other Caribbean countries.
- Cost an additional \$30.

Yes, I want an Enhanced License  
 No, I do not want an Enhanced License and only want the REAL ID

← Back

Continue →

Document Type	Enhanced (EDL)	Federal REAL ID
Boarding a domestic (U.S.) flight, entry into a Federal Building or Military Base (starting October 2020)	X	X
U.S. Border Crossing in to Canada, Mexico, some Caribbean countries	X	

Images shown are for illustration purposes only and may not be an exact representation of the document. This checklist tells you which documents you have selected to bring as your proof. DMV's document guide does not guarantee that DMV can process your transaction. Your documents will need to be verified in the office. DMV will confiscate all documents that appear to be fraudulent for review by DMV's Investigators Unit. If you submit a fraudulent document, you may be subject to criminal prosecution. Making a false statement in an application or in any proof or statement in connection with a, or deceiving or assisting, or causing another person to deceive or substitute in connection with such application, is punishable as a criminal offense under the Penal Law and the Vehicle and Traffic Law and may result in the revocation or suspension of your license.



URL: <https://process.dmv.ny.gov/ProofWizard/DisplayPages/checklist.cfm>

**Department of Motor Vehicles**

**Get a Non-Driver ID**

PRINT  
 DOWNLOAD

**Congratulations!**  
You have completed DMV's document guide. Here is your checklist

You are eligible for REAL ID

Bring the following documents with you to a DMV office:

- U.S. Birth Certificate**  
Must be original or certified copy.
- U.S. Social Security Card**
- Bank Statement**  
Must show name and current NY State address. Must be issued within 120 days of your DMV office visit.
- Utility Bill**  
Must show name and current NY State address. Bill must be for a recurring service (e.g. home or cell telephone bill, electric bill, trash bill, water bill). Must be issued within 120 days of your DMV office visit.
- ATM card**  
Must be issued by a U.S. bank, be current with name pre-printed.
- NYS Benefits/Medicaid Card w/out photo**

**PLEASE NOTE**

- Your document must
  - Be original or certified
  - Have the first and last name (if your name changed, bring an original or certified copy of your marriage certificate, divorce decree, or court issued name change. Documents must be issued in the U.S.)
  - At least one document must have your full middle name
- We will not accept:
  - Photocopies, laminated, damaged or illegible documents
  - Electronic versions of paperless bills (you must bring a hard copy)
  - You must be clearly recognizable in any photo document
- Your proofs of residence must show your current address (we will not accept a document with a P.O. Box)

**Also:**

- Complete the Application for Permit, Driver License or Non-Driver ID Card
- Bring money for fees **\$6.50-\$13.00**

Fees depend on your age when you apply and where you live. Exact fees cannot be calculated until you apply. Visit driver license and learner permit fees for more information. Payment can be made by cash, credit, debit card, check or money order made out to Commissioner of Motor Vehicles.



## Priority Accessibility Audit Results:

### Multiple Pages Affected:

#### Proof of Date of Birth

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofDateofBirth.cfm>

#### Social Security Status

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizsocialsecurity.cfm>

#### Proof of NY Residence

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofResidence.cfm>

#### Proof of Identification

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofIdentification.cfm>

#### Name Documentation

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizfinish.cfm>

#### Enhance Document

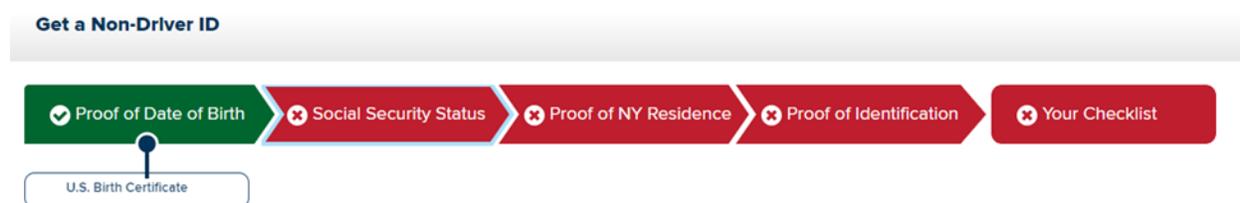
<https://process.dmv.ny.gov/ProofWizard/DisplayPages/pwizfinishenhanced.cfm>

#### Your Checklist

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/checklist.cfm>

WCAG 2.0 - 1.3.1 Info and Relationships

Severity: Medium



The “completion status indicator” pictured above on the previously listed pages is not announced as being steps in the completion process by assistive technology. For instance, “Proof of Date of Birth” is not announced as being 1 of 5 steps, which end with “Your Checklist.” Since this information can be inferred by a sighted user based on the colors used and the arrow shape to the first four steps, this “completion status indicator” violates WCAG 2.0 under the “Info and Relationships” criterion.

[Related WCAG 2.0 Info and Relationships Resources](#)



WCAG 2.0 - 1.4.4 Resize Text  
Severity: Low

## Get a Non-Driver ID

✘ Proof of Date of Birth

✘ Social Security

When the page is resized to 200% zoom, the text within the “completion status indicator” of the current page is obscured to the point of being illegible. For example, pictured above is from the “Proof of Date of Birth” page. The text in the “completion status indicator” for this page is very difficult – if not, impossible – to read. This issue occurs on every page within this flow on which this “completion status indicator” is present. All pages should be able to be resized up to 200% zoom without losing any content or functionality. Since the text becomes so obscured as to be illegible, this violates WCAG 2.0 under the “Resize Text” criterium.

[Related WCAG 2.0 Resize Text Resources](#)



## Proof of NY Residence

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/proofResidence.cfm>

Usability Recommendation

Severity: Low

**Proof that you are a NY State Resident** (Must show name, current NY State address (cannot be a P.O. Box), and must have been mailed to you (electronic statements are not acceptable))

(Choose 2 for a REAL ID  compliant document )

- I am under 21 and my parent or guardian is going to accompany me to DMV 
- My NY State driver license, permit or non-driver ID has my current address on it 
- Bank Statement 
- Utility Bill 
- High School ID card with report card 
- Computer printed pay stub 

The words “Choose 2 for a REAL ID compliant document” are repeated upon focusing on each and every individual checkbox, before the actual label of the checkbox. For example, upon focusing on the “Utility Bill” checkbox, assistive technology will announce “Choose 2 for a REAL ID compliant document, Utility Bill, checkbox not checked.” While this is not a violation of the WCAG 2.0 regulations, it is recommended that these excessive words be eliminated - or at least shortened to something like “Choose 2” – to minimize the possibility for user confusion, and to maximize the usability of the website.

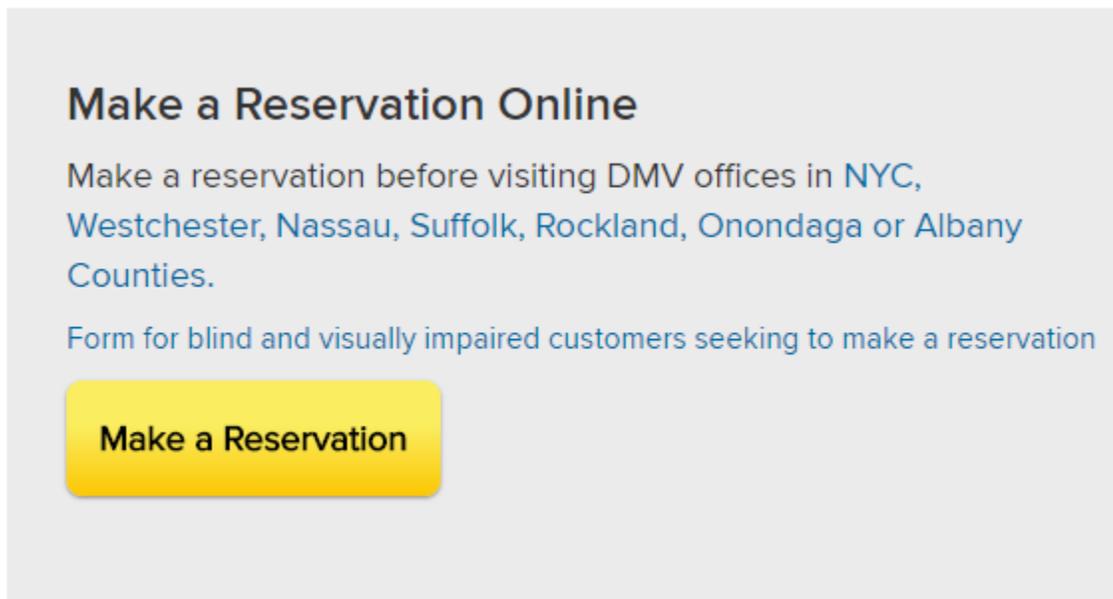


## Your Checklist

<https://process.dmv.ny.gov/ProofWizard/DisplayPages/checklist.cfm>

Usability Recommendation

Severity: Low



**Make a Reservation Online**

Make a reservation before visiting DMV offices in NYC, Westchester, Nassau, Suffolk, Rockland, Onondaga or Albany Counties.

Form for blind and visually impaired customers seeking to make a reservation

**Make a Reservation**

On the “Your Checklist” page, there are two links to distinct pages to make a reservation, one of which is specifically identified as being for “blind and visually impaired customers.” The URL for the “regular” webpage is <https://visit.dmv.ny.gov/onlineReserve/indexB.html> and the URL for the “blind and visually impaired” webpage is <https://dmv.ny.gov/make-office-reservation>. The webpage for “blind and visually impaired” persons does not have the same functionality as the “regular” webpage – specifically, the “blind and visually impaired” persons are denied the abilities to reschedule a reservation and/or cancel a reservation. This is an example of “separate but equal” which is inherently unequal.

[Related “Same Website but Limited Content” Resources](#)



## Accessibility Testing Tools and Guidelines

To test new pages and to periodically re-test modified pages and check progress, you can use a combination of the following validators to test your work.

### *Web page testing*

<http://validator.w3.org>

This validator checks the markup validity of Web documents in HTML, XHTML, SMIL, MathML, etc. The premium service checks your entire website and evaluates its conformance with W3C open standards to quickly identify those portions of your website that need your attention.

<http://achecker.ca/checker/index.php>

This tool checks single HTML pages for conformance with accessibility standards to ensure the content can be accessed by everyone.

<http://supt07.si.ehu.es/evalaccess2/>

EvalAccess allows to automatically evaluate the accessibility of web pages using the WCAG 1.0 from the W3C.

### *Adobe PDF documents testing and guidelines*

Adobe Acrobat X Pro is used to make the corrections and it gives you a report on accessibility issues found with the documents. These links have a full walkthrough on the procedures to use Adobe Acrobat X Pro to check for accessibility.

<http://www.adobe.com/content/dam/Adobe/en/accessibility/products/acrobat/pdfs/acrobat-x-accessibility-checker.pdf>

<http://helpx.adobe.com/acrobat/using/create-verify-pdf-accessibility.html?trackingid=KACNN>

### *Compliance Website Links*

<http://www.section508.gov/>

Section 508 requires that when U.S. Federal government agencies develop, procure, maintain or use Electronic and Information Technology (EIT), federal employees and individuals with disabilities have access to and use of EIT that is comparable to the access and use by individuals who do not have disabilities.

<http://www.w3.org/WAI/WCAG20/quickref/>

Guidelines and techniques to remediate websites according to the WCAG 2.0 standards

<http://www.w3.org/TR/WCAG20/>

WCAG 2.0 Level 2 AA conformance guidelines full, Standard for web accessibility today.

## Interactive Best Practices Demo

The Before and After Demonstration is a multi-page resource from the W3C that shows an inaccessible website and a retrofitted version of this same website. <https://www.w3.org/WAI/demos/bad/>

**access=ability**<sup>™</sup>  
infinite possibilities



### *Color Palette Accessibility tools*

This website <http://webaim.org/resources/contrastchecker/> has a color checker and the pass/fail requirements for color accessibility. [WCAG 2.0](#) level AA requires a contrast ratio of 4.5:1 for normal text and 3:1 for large text. Level AAA requires a contrast ratio of 7:1 for normal text and 4.5:1 for large text. Large text is defined as 14 point and bold or larger, or 18 point or larger. <http://www.hexcolorfinder.com/> is also a good tool to use to get the hex value for the colors quickly to input into the color checkers.

W3C Reference: Color Universal Design (CUD)

How to make figures and presentations that are friendly to Colorblind people

<http://jfly.iam.u-tokyo.ac.jp/color/>

W3C Reference: Colorblind Web Page Filter

<http://colorfilter.wickline.org/>

W3C Reference: Effective Color Contrast

Designing for People with Partial Sight and Color Deficiencies

<http://www.lighthouse.org/accessibility/design/accessible-print-design/effective-color-contrast>

Microsoft - Can Color-Blind Users See Your Site?

<https://msdn.microsoft.com/en-us/library/bb263953.aspx>

Coblis — Color Blindness Simulator

<http://www.color-blindness.com/coblis-color-blindness-simulator/>

Vischeck simulator for colorblind vision

<http://www.vischeck.com/vischeck/vischeckImage.php>

ColorBrewer is backed by grants from the National Science Foundation and includes palettes that can be used for color blindness. Many plugins for ColorBrewer already exist for common visualization tools allowing users to automatically use any of its palettes.

<http://colorbrewer2.org/>



## NVDA Screen Reader

NVDA is open-source software. You can [download NVDA](#) for free (Windows only). Since NVDA is a relatively new project, some of its capabilities are still basic. Once you have NVDA downloaded and installed, you can start running the program by holding Ctrl + Alt + N.

Sighted users visually navigate through web content in a number of ways. They skim for headings, lists, tables, etc. Most of these methods are available to screen reader users if the site is correctly structured and well organized. To navigate forward and backward through links and form elements on the page, use Tab and Shift + Tab. Other shortcuts are listed below.

Note: The **NVDA** key is set to the Insert key by default, but it can be changed to the Caps lock key when installing NVDA for the first time. If you want to change your NVDA key preference later, press Ctrl + NVDA + K.

While working in NVDA, keep the following guidelines in mind:

- While NVDA has early support for accessing Windows and many Windows applications, we will be focusing on accessing web content only.
- Make sure that NumLock is off.
- You will probably want to test NVDA in Mozilla Firefox, even if it is not your primary browser.
- Remember that screen reader users typically do not use a mouse. As you become more comfortable with NVDA, try using only the keyboard.
- Most browser shortcut keys will work when using NVDA.
- The page *may not* scroll while you read, so you may hear content being read by NVDA that isn't visible on the screen.

## Reading

There are dozens of keyboard shortcuts that allow you to read content by line, sentence, word, character, etc. The following is a list of essential reading shortcuts. With these shortcuts, you should be able to navigate through most content.

- **Numpad +**: Start reading at the top of the page
- NVDA + ↓: Start reading at the current position
- Ctrl: Stop Reading
- NVDA + ↑ or **Numpad 8**: Current line
- Ctrl + ←/→ or **Numpad 4/Numpad 6**: Previous/next word
- ↑ or **Numpad 7**: Prior line
- ↓ or **Numpad 9**: Next line
- ←/→ or **Numpad 1/Numpad 3**: Previous/Next character
- F5/Ctrl + F5: Page refresh / Hard page refresh. If you get lost, this is how you can start over.
- NVDA + Ctrl + ↑/↓: Rate of speech increase/decrease

You may want to practice reading through the content on this page with a NVDA right now. Keep in mind that there is a link at the top of this page to skip to the main content.

**access=ability**<sup>™</sup>  
infinite possibilities



## Navigation

Sighted users visually navigate through web content in a number of ways. They skim for headings, lists, tables, etc. Most of these methods are available to screen reader users if the site is correctly structured and well organized. To navigate forward and backward through links and form elements on the page, use Tab and Shift + Tab. Other shortcuts are listed below.

### Quick Keys

The following Quick Keys will help you navigate common page elements.

- H: Headings
- D: Landmarks
- 1 - 6: Headings level 1-6
- F: Forms
- T: Tables
- B: Buttons
  - The Search button is often the first button on a page. You can often navigate to the search form but selecting B to jump to the button and then Shift + Tab to navigate to the previous form element – the search text box.
- L: Lists
- I: Items in a list

Shift + Quick Key will allow you to navigate through elements in reverse order (works with most Quick Keys). Several other Quick Keys are available in our list of [NVDA keyboard shortcuts](#).

### Other navigation shortcuts

- NVDA + F7: Elements List - lists page links, headings, and landmarks
- Ctrl + Home: Top of the page
- Ctrl + End: Bottom of the Page
- Alt + D or F6: Browser address bar

To practice reading and navigation commands, try refreshing the page and navigating to this section of the page. There are several ways you can do this - navigate to the Table of Contents and activate a link to this section and then begin reading or navigating by sentence, headings (H), lists (L), Find, or Read Previous/Next line (↑/↓).





## Priority Accessibility Audit Report

Prepared for

**New York State DMV**

This manual detailed accessibility audit report covers the following URLs:

<https://nydmvdev.prod.acquia-sites.com/>

and

<https://nydmvdev.prod.acquia-sites.com/which-id-right-me>

Prepared by

**My Blind Spot**<sup>®</sup>

January 24, 2018



## Content

Mission .....	3
Why Care? .....	3
Overview .....	3
Accessibility Compliance.....	3
Usability .....	4
Screen Readers.....	4
Statement of Work .....	5
Priority Accessibility Audit Results:.....	6
For the webpage at the following URL: <a href="https://nydmvdev.prod.acquia-sites.com/">https://nydmvdev.prod.acquia-sites.com/</a> .....	6
For the webpage at the following URL: <a href="https://nydmvdev.prod.acquia-sites.com/which-id-right-me">https://nydmvdev.prod.acquia-sites.com/which-id-right-me</a> .....	11



## Mission

We are a forward-thinking New York-based non-profit organization focused on **Inspiring Accessibility for All!** We work with corporations, governmental agencies and educational institutions to infuse accessibility into the DNA of your organization's culture. At My Blind Spot, we believe that access to the right tools promotes ability and restores infinite possibilities. We work to ensure inclusion, true inclusion, for people of all abilities and like to make sure people don't 'dis' our ability!

## Why Care?

- Globally, the estimated population of people with disabilities is 1.3 billion, constituting an emerging market larger than the size of China.
- Our friends and families constitute a global population of 2.3 billion people, often acting on their emotional connection to the disabled community. Globally, they have a collective discretionary spending power of more than \$8 trillion, with \$4 trillion of that power here in the USA. *(Source: The Return on Disability Group)*
- Approximately 75% of disabled consumers will walk-away from a business because of inaccessibility. *(Source: Data and Strategy Survey, Cyngal)*
- Minimize your exposure to lawsuits. Over the past two decades there have been and increasing amount of significant lawsuits and settlements that could have been avoided by proactive work.

## Overview

For typical users there is no discernable difference between an accessible site and a site that has not been optimized for severely visually impaired and print disabled visitors. In fact, many of the accessibility standards are actually best practices for general web development as a whole. Consistency in headings, font sizes, and colors, Meta tags for pages, useful descriptions for images, and transcripts for audio and video features are important design considerations regardless of the potential audience and will lend itself to making your site more accessible.

## Accessibility Compliance

The Web Content Accessibility Guidelines (WCAG) were developed by the World Wide Web Consortium (W3C) in cooperation with individuals and organizations around the world, with a goal of providing a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally. These standards involve details such as using font size and not just color to differentiate topics, descriptive hyperlinks and transcribed videos, mouse-free navigation and screen reader compatibility. My Blind Spot recommends using the W3C's WCAG 2.0 Level AA\* as the guidelines in order to bring the clients digital offering into accessibility compliance which meet or exceed Federal mandates and regulations in the United States.

*\*WCAG 2.0 Level AA meets or exceeds federal requirements of Section 508 of the Rehab Act*

**access=ability**<sup>™</sup>  
infinite possibilities



## Usability

Making a website compliant does not necessarily make it usable. For example, if an image contains a Meta tag that just says “image”, it will pass the accessibility tests, however that conveys no useful information to the screen reader navigating the page. A more descriptive tag should convey information about the image and hyperlink if it’s a linked image. For example, a proper description of an image of an envelope would be: “image of envelope – click here for your messages”. If you have a site that addresses both usability and accessibility, then you have a much better chance of addressing the best practices for website design and development as specifically outlined by the W3C. At MBS we offer both accessibility and usability testing. We also have a team of beta-testers that are also stake-holders who can be called upon as needed.

## Screen Readers

The number of adaptive and assistive tools used by the blind and the print disabled include, screen readers, magnifiers, and speech to text programs. One of the most widely used tools, for the blind and print disabled needing to navigate the web is a screen reader. These devices and software convert printed text to spoken word. However, in and of themselves a screen reader is incapable of converting an improperly designed site to useful audio. Screen readers are unable to portray intent to a visitor, it can only report back what is written, and so basic functions like navigating to the desired content must be organized in such a way that a visitor listening for audio cues can find their way around the site. Without proper design, even the simplest aspects of a site break down, and the site becomes impossible to use. Some of the popular screen readers are: NVDA, JAWS and Window-Eyes.

We would suggest first downloading the free NVDA reader from their website at <http://www.nvaccess.org/>. The NVDA reader requires more adherence to accessibility guidelines than other readers. For a quick review of how NVDA works click here <http://webaim.org/articles/nvda/>.

JAWS and Window-Eyes are not free products, however they both offer limited time, full working demo copies. We recommend downloading the evaluation demo of JAWS from their website at <http://www.freedomscientific.com/>. For a quick review of how JAWS works click here <http://webaim.org/articles/jaws/>. Window-Eyes can be downloaded from <http://www.gwmicro.com/>. For Mac computers you can use VoiceOver. VoiceOver is a screen reader program that comes on new Mac computers, iPhones, iPads, and iPod touches. For a quick review of how VoiceOver works click here <http://webaim.org/articles/voiceover/>.

My Blind Spot recommends and tests using the latest browser versions and latest versions of JAWS and NVDA.



## Statement of Work

### Discovery Phase:

- Test for 508 and WCAG 2.0 Level A, AA\*
- Provide a description and examples (screenshots, if useful) of issues encountered
- Provide the severity of the issues
- Provide detailed remediation suggestions, including
  - Offer specific remediation suggestions
- Submit audit findings via phone conference to discuss issues and remediation strategies
- Test DMV's two pages supplied below:

The team would like My Blind Spot to review and provide feedback on the following two sites. These pages are in DMV's development region, not production.

<https://nydmvdev.prod.acquia-sites.com/>

<https://nydmvdev.prod.acquia-sites.com//which-id-right-me>

Effort will be considered complete upon delivery of audit report and review via phone conference.

*\*WCAG 2.0 Level AA meets or exceeds federal requirements of Section 508 of the Rehab Act*

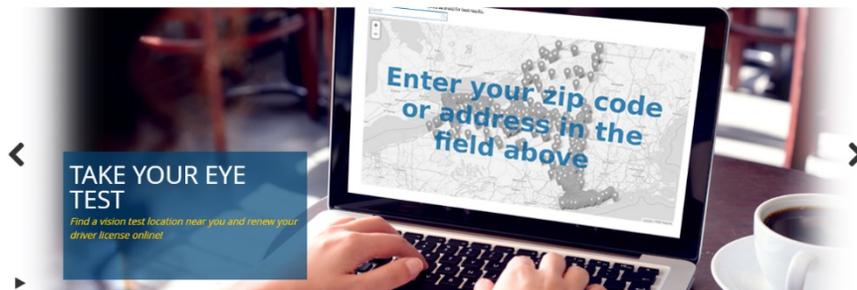


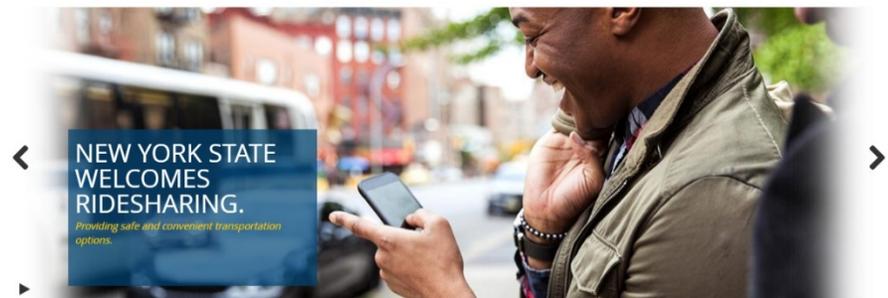
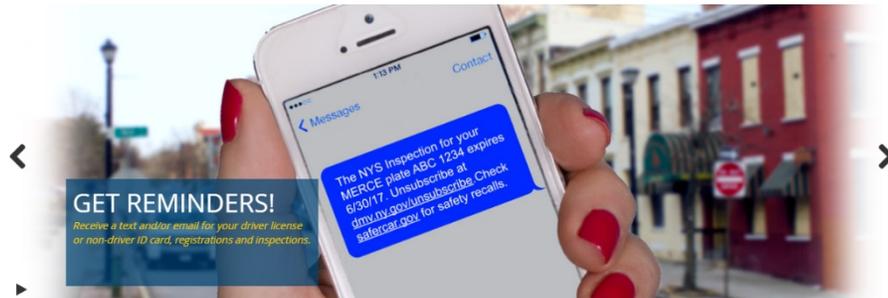
## Priority Accessibility Audit Results:

For the webpage at the following URL:  
<https://nydmvdev.prod.acquia-sites.com/>

### Color Contrast

Text content on slider images: Yellow (Hex #FFCB05) foreground text on blue (Hex #4A7A9C) background has a color contrast ratio of 3.0:1. To be WCAG 2.0 AA compliant, the color contrast ratio must meet or exceed 4.5:1. This violation is present on the following six images which are part of the “Image Carousel” on this webpage:





**WCAG 2.0 Violation:** 1.4.3 Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1

**Related WCAG 2.0 Resource(s):**

<https://www.w3.org/WAI/WCAG20/quickref/#qr-visual-audio-contrast-contrast>

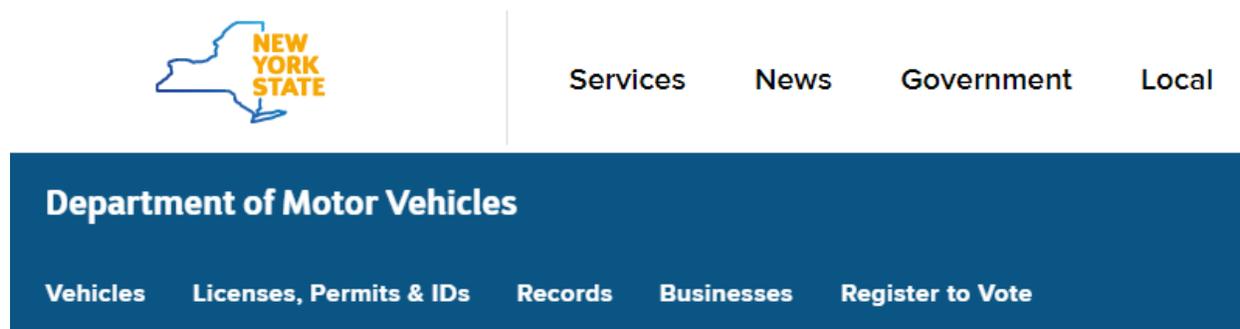
**Severity:** Medium



### Name, Role, Value

Navigation menu links "Vehicles", "Licenses, Permits & IDs", "Records", "Businesses", and "Register to Vote" are announced only as links. They are not announced as having drop-down (AKA fly-out) sub-menus with additional relevant links. A non-visual user would not know that these main links can be expanded. Also, if one of these links is activated by the user, the fact that a sub-menu with additional links is not announced as having opened.

Note: This issue was present when navigating the webpage with JAWS and NVDA



**WCAG 2.0 Violation:** 2.4.4 Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.

#### Related WCAG 2.0 Resource(s):

<https://www.w3.org/WAI/WCAG20/quickref/#qr-navigation-mechanisms-refs>

**Severity:** High



### Linked Images/Duplicate Links

Remove the links from the "Register to Vote" (Check mark), "Email/Text Reminders" (Finger with string), "Organ Donor" (Heart), and "Make a Reservation" (Calendar) images since the text next to these respective images are links to the same destination. Then, once the links are removed from the images, give them null alternative text so that screen readers ignore them since they do not convey information - they are purely decorative.

Note: This issue was present when navigating the webpage with JAWS and NVDA



REGISTER TO VOTE, UPDATE  
YOUR ADDRESS OR PARTY  
AFFILIATION ONLINE.



RECEIVE LICENSE AND  
REGISTRATION EMAIL / TEXT  
REMINDERS.



REGISTER AS AN ORGAN  
DONOR ONLINE AND SAVE  
MANY LIVES.



DON'T WAIT IN LINE!  
MAKE A RESERVATION AND  
SAVE TIME.

**WCAG 2.0 Violation:** 2.4.4 Link Purpose (In Context): This objective of this technique is to provide both text and iconic representations of links without making the web page more confusing or difficult for keyboard users or assistive technology users. Since different users finding text and icons more usable, providing both can improve the accessibility of the link. Many links have both a text and iconic representation adjacent to each other, but rendered in separate "a" elements. Visually they appear to be a single link, but many users encounter them as adjacent identical links. For a keyboard user, it is tedious to navigate through redundant links. For users of assistive technologies, it can be confusing to encounter successive identical links. When the text alternative for the icon is a duplicate of the link text, it is repetitive as screen readers read the description twice.

This technique provides such links by putting the text and image together in one "a" element and providing null alternative text on the image to eliminate duplication of text. In this way, both representations of the link are provided, but keyboard users only encounter one link and assistive technology that provides users with link lists for a web page do not include duplicate links.

Note: This issue was present when navigating the webpage with JAWS and NVDA

### Related WCAG Resource(s):

<https://www.w3.org/WAI/WCAG20/quickref/#qr-navigation-mechanisms-refs>

**Severity:** Medium



### Language of Parts

For the links next to "Get Language Assistance During Normal Business Hours:", each language should be marked-up in the HTML as that specific language. Doing this will allow the screen reader to pronounce each word correctly in the language it is written in. For instance, the Chinese link, the Russian link, and the Korean link are not announced correctly.

Note: This issue was present when navigating the webpage with JAWS and NVDA



Get Language Assistance During Normal Business Hours:



Español



中文



русский



Italiano



Kreyòl ayisyen



한국어

**WCAG 2.0 Violation:** 3.1.2 Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.

#### Related WCAG 2.0 Resource(s):

<https://www.w3.org/WAI/WCAG20/quickref/#qr-meaning-other-lang-id>

**Severity:** Medium

**For the webpage at the following URL:**

<https://nydmvdev.prod.acquia-sites.com/which-id-right-me>

### **Name, Role, Value**

Links "Vehicles", "Licenses, Permits & IDs", "Records", "Businesses", and "Register to Vote" are announced only as links. They are not announced as having drop-down (AKA fly-out) sub-menus with additional relevant links. A non-visual user would not know that these main links can be expanded. Also, if one of these links is activated by the user, the fact that a sub-menu with additional links is not announced as having opened.



Services    News    Government    Local

## **Department of Motor Vehicles**

Vehicles    Licenses, Permits & IDs    Records    Businesses    Register to Vote

**WCAG 2.0 Violation:** 4.1.2 Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

Note: This issue was present when navigating the webpage with JAWS and NVDA

### **Related WCAG 2.0 Resource(s):**

<https://www.w3.org/WAI/WCAG20/quickref/#qr-ensure-compat-rsv>

**Severity:** High



### Info and Relationships

Issue is, when a user initially places focus upon the first Yes and No <fieldset>, they would have previously read the question before which says, "Do you want to use your license/ID to board a domestic (U.S.) flight?" by having arrowed through it. Once they have made their Yes/No selection, the only way out of this Yes/No form control is to use the Tab key, which places focus upon the next Yes/No control bypassing the question. Without this second Yes/No form control being properly labeled with the question text as part of the fieldset's <legend>, there is no way for the screen reader user to read that question since arrowing only moves the Yes/No radio selector.

The radio buttons under the heading "Which type is right for you?" are contained in an HTML <fieldset>, but there is no <legend> associated with these radio buttons. For example, each individual combination of question and radio-button answers should be contained within a <fieldset>, where the question is contained in the <legend>. If marked-up in this way, the question will be read aloud by the screen reader upon focusing on either of the associated radio buttons.

Note: This issue was present when navigating the webpage with JAWS and NVDA

### Which type is right for you?

Answer the yes/no questions below to find out.

Do you want to use your license/ID to board a domestic (U.S.) flight?  Yes  No

← fieldset 1

Do you want to use your license/ID to enter a federal building or military base?  Yes  No

← fieldset 2

Do you want to use your license/ID to cross into the U.S. border (by land or sea) coming from Canada, Mexico or the Caribbean?  Yes  No

← fieldset 3

**WCAG 2.0 Violation:** 1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.

#### Related WCAG 2.0 Resource(s):

<https://www.w3.org/TR/WCAG20-TECHS/H71.html>

<https://www.w3.org/WAI/WCAG20/quickref/#qr-content-structure-separation-programmatic>

**Severity:** High

**The remediated HTML code that will fix this violation is provided on page 13 of this document**



```
<!DOCTYPE html>
<html>
<body>
<h3>Which type is right for you?</h3>
  <p>Answer the yes/no questions below to find out</p>
<form>
  <fieldset>
    <legend>Do you want to use your license/ID to board a domestic (U.S.) flight?</legend>
    <input type="radio" id="domflightyes" name="domflight" checked="checked">
    <label for="domflightyes">Yes</label><br />
    <input type="radio" id="domflightno" name="domflight">
    <label for="domflightno">No</label><br />
  </fieldset>
  <fieldset>
    <legend>Do you want to use your license/ID to enter a federal building or military base?</legend>
    <input type="radio" id="fedbuildingyes" name="fedbuilding" checked="checked">
    <label for="fedbuildingyes">Yes</label><br />
    <input type="radio" id="fedbuildingno" name="fedbuilding">
    <label for="fedbuildingno">No</label><br />
  </fieldset>
  <fieldset>
    <legend>Do you want to use your license/ID to cross into the U.S. border (by land or sea) coming from
Canada, Mexico or the Caribbean?</legend>
    <input type="radio" id="borderyes" name="border" checked="checked">
    <label for="borderyes">Yes</label><br />
    <input type="radio" id="borderno" name="border">
    <label for="borderno">No</label><br />
  </fieldset>
</form>
</body>
</html>
```



### Info and Relationships

The "Summary of the difference between Standard, Enhanced and REAL ID documents" table does not announce properly when using JAWS. When focus is placed on a data cell, the content within it is read but not the Table Header with which this data cell is concerned. The table headers should be read along with the data cell when focus is placed on any data cell so the user is aware what this data is in regard to. For example: when focus is placed on the word "Identification" under the heading "Document Type", the screen reader should announce either "Identification, Document Type" or "Document Type, Identification". As it is right now, the screen reader only announces "Identification".

Note: This issue was present when navigating the webpage with JAWS and NVDA

### Summary of the difference between Standard, Enhanced and REAL ID documents

Document Type	Enhanced (EDL)	Federal REAL ID	Standard*
Displayed on document	 Flag displayed on Enhanced	 Star displayed on REAL ID documents	 Not for Federal Purposes displayed on Standard documents
Identification	Yes	Yes	Yes
Boarding a domestic (U.S.) flight, entering a Federal Building or Military Base (starting October, 2020)	Yes	Yes	No
U.S. Border Crossing from Canada, Mexico and some Caribbean countries	Yes	No	No

**WCAG 2.0 Violation:** 1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.

**Related WCAG 2.0 Resource(s):**

<https://www.w3.org/WAI/WCAG20/quickref/#qr-content-structure-separation-programmatic>

**Severity:** High



## Info and Relationships

Under the headings "Enhanced" and "REAL ID" - nested bullet points are announced as "white bullet points". Don't know if this fully conveys that these bullets are nested within another bullet point (a black bullet point). A description list consists of one or more term and description groupings. Each grouping associates one or more terms (the contents of <dt> elements) with one or more descriptions (the contents of <dd> elements). A grouping begins either on the first item of the list or whenever a <dt> element follows an <dd> element.

Note: This issue was present only when navigating the webpage with NVDA

### Enhanced

- is Federal REAL ID compliant
- costs an additional \$30 on top of the regular transaction fees
- requires an office visit to prove your
  - identity- \*if your name has changed bring in marriage certificate(s), divorce decree(s) or court order document(s)
  - NY State residency
  - U.S. citizenship
  - date of birth
  - Social Security status
- shows your full legal name (first, middle, last)
- shows your residential address (where you live)
- has an American flag displayed on the document

### REAL ID

- is Federal REAL ID compliant
- does not have additional cost, but all regular transaction fees will apply
- requires an office visit to prove your
  - identity- \*if your name has changed bring in marriage certificate(s), divorce decree(s) or court order document(s)
  - NY State residency
  - lawful presence in the U.S.
  - Social Security status
- shows your full legal name (first, middle, last)
- shows your residential address (where you live)
- has a star displayed on the document

**WCAG 2.0 Violation:** 1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.

### Related WCAG 2.0 Resource(s):

<https://www.w3.org/WAI/WCAG20/quickref/#qr-content-structure-separation-programmatic>

<https://www.w3.org/WAI/tutorials/page-structure/content/#related>

**Severity:** Low



**Community College**  
**Comparables**



**T·BASE**  
COMMUNICATIONS

Attachment B

# **Monroe Community College**

## **Proposal for Website Accessibility**

### **Auditor and Training, RFP#18-02**

**Submitted to:**

Monroe Community College  
1000 East Henrietta Road  
Rochester, NY USA 14623  
Attn: Melissa A. Fingar  
[mfingar@monroecc.edu](mailto:mfingar@monroecc.edu)

**Submitted by:**

  
T-Base Communications USA, Inc.  
806 Commerce Park Dr., Ogdensburg, New York 13669

  
1-800-563-0668

January 12, 2018



# Monroe Community College

STATE UNIVERSITY OF NEW YORK

APPENDIX A:

Page | 12

REQUEST FOR PROPOSALS (RFP) FOR SELECTION OF WEBSITE ACCESSIBILITY AUDITOR

RFP 18-02

APPENDIX A:

## RFP 18-02 PROPOSAL

(Cover Sheet)

Submitted by:

Type or Print Name of Company: T-Base Communications USA, Inc.

Type or Print Address, City, State, and Zip Code: 806 Commerce Park Dr., Ogdensburg, NY, 13669

Name of Vendor Contact for this Project: Trevor Lwin

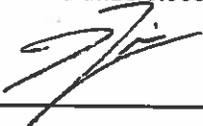
Phone Number: 800-563-0668 Fax Number: 315-713-0061

Web site Address: https://www.tbase.com

This business is a certified MWBE Yes  No  If yes, list certifying agency(cies): N/A

The individual submitting this bid on behalf of his or her vendor certifies by his or her signature below that:

- I agree to be bound the terms and conditions contained in this RFP.
- I am authorized to submit this bid on behalf of the company named above.
- I have read and understood the full Request for Bid cited above

Signature: 

Date: January 11, 2018

Name (printed): Trevor Lwin

Federal ID Number of Company: 

Title: Secretary and Treasurer

D & B D-U-N-S Number: 



# Monroe Community College

STATE UNIVERSITY OF NEW YORK

APPENDIX A:

Page | 13

REQUEST FOR PROPOSALS (RFP) FOR SELECTION OF WEBSITE ACCESSIBILITY AUDITOR

RFP 18-02

### ADDENDUM CONFIRMATION

(Use this section only when addendum/addenda were received for this RFP.)

Addendum # 1 - Received December 22, 2017 Initialed by person signing above 

Addendum # \_\_\_\_\_ - Received \_\_\_\_\_, 20\_\_\_\_ Initialed by person signing above \_\_\_\_\_

Addendum # \_\_\_\_\_ - Received \_\_\_\_\_, 20\_\_\_\_ Initialed by person signing above \_\_\_\_\_

**MONROE COMMUNITY COLLEGE  
SERVICE AGREEMENT**

THIS AGREEMENT made this 15<sup>th</sup> of MARCH 2018 by and between the BOARD OF TRUSTEES OF MONROE COMMUNITY COLLEGE, an educational institution with offices at 1000 East Henrietta Road, Rochester, New York 14623, hereinafter referred to as the "College" and, T-Base Communications, with offices at 806 Commerce Park Drive, Ogdensburg, New York 13669, hereinafter referred to as "Contractor".

**SCOPE OF WORK:**

The College desires to obtain the services of the Contractor to perform the scope of work set forth in this agreement

- The College issued a Request for Proposals ("RFP") attached as Attachment 'A'.
- The Contractor has submitted a proposal attached as Attachment 'B' dated January 12, 2018 to perform the requested services.
- The Contractor has submitted a Quote/Statement of Work attached as Attachment 'C'
- The Contractor is willing, able and qualified to perform such services in accordance with the RFP, the Contractor's proposal, and the Quote/Statement of Work.

**TIME PERIOD OF AGREEMENT:** The Contractor agrees to complete all work in the time frame noted in the Quote/Statement of Work, Attachment 'C'.

**FINANCIAL ARRANGEMENTS:** In consideration for Contractors services, the College agrees to pay Contractor a sum not to exceed Fifty Two Thousand, Seven Hundred Dollars (\$52,700).

Upon execution of this agreement, the College will issue Contractor a Purchase Order referencing this agreement. Payment in full will be made to Contractor upon receipt of an invoice by the College which includes supporting evidence that tasks listed under scope of work have been completed. The invoice must reference the Purchase Order number and should be sent to the College's designated contact person. The contact will approve payment, and forward the invoice to the College's Accounts Payable Office for processing.

**AGREEMENT DEEMED EXECUTORY:** This agreement shall be deemed executory only to the extent of the funds available for its purposes and no liability shall be incurred by the College beyond the funds available for such purposes. In the event that the College funding resources for this agreement are reduced for any reason, the College may deduct and withhold from any payment due Contractor an amount equal to the total contractual proportionate share represented by the reduced funding amount.

---

**PROHIBITION AGAINST ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:** Contractor shall not assign, transfer, or dispose in any way any right of interest in this agreement, and shall not subcontract any services to be performed under this agreement.

**INDEPENDENT CONTRACTOR:** Contractor will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be and officer or employee of Monroe Community College, nor make claim to any rights accruing to an officer or employee of Monroe Community College.

**INDEMNIFICATION CLAUSE:** The Contractor shall defend, indemnify and save harmless the College and the County of Monroe, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the College which may arise, be sustained, or occasioned directly or indirectly by any person, Contractor or corporation arising out of or resulting from the performance of the services by the Contractor its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the agreement resulting from this RFP. Nothing herein is intended to relieve the College from its own negligence or misfeasance or to assume any such liability for the College by the Contractor.

**INSURANCE:** Contractor will supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described as follows:

Contractor shall procure and maintain at his/her own expense, until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the selected Contractor or by his/her subcontractors.

---

Contractor shall furnish to the College a certificate or certificates of insurance in a form satisfactory to the College's Risk Manager showing that Contractor has complied with all insurance requirements set forth in this contract for services; said certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the College. Except for *Worker's Compensation, Insurance*, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation.

The required kinds and amounts of insurance are as follows:

**A. WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by the Contractor or its subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

**B. LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the selected Contractor naming the College and Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included

- Comprehensive Form
- Premises-Operations
- Products, Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

**C. PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the selected Contractor with minimum limits of \$2,000,000 per occurrence.

**D. MOTOR VEHICLE INSURANCE** issued to the selected Contractor and covering liability and property damage on the Contractor's vehicles in the amount of \$1,000,000 per occurrence.

**CONTACT PERSON:** Melissa Fingar, Assistant to the President, Human Resources and Organizational Development will serve as the responsible administrator of this agreement for the College. [REDACTED] will serve as the representative for Contractor.

**TERMINATION:** Either party may cancel this agreement by giving thirty (30) days written notice. The College may terminate this agreement in whole or in part if Contractor defaults in performance of the services required hereunder. Upon termination, the College may take over the services to be performed and complete them in the manner the College deems best, at his discretion of the College. Contractor shall be liable to the College for any excess cost occasioned thereby.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with the reference to the subject matter of this agreement, are hereby superseded. There are no understandings, representations or warranties expressed or implied, that are not specified herein. No changes will be made to any of the terms of this agreement, nor any provisions waived, without the prior written consent of Contractor or the College.

In Witness Whereof, the parties have hereunto set their hands and seals, as of the day and year first above written.

FOR COLLEGE

FOR CONTRACTOR

  
Hezekiah N. Simmons, CFO and  
Vice President Administrative Services  
Monroe Community College  
1000 E. Henrietta Rd  
Rochester, New York 14623

  
Trevor Lwin  
Secretary & Treasurer  
T-Base Communications USA, Inc.  
806 Commerce Park Drive  
Ogdensburg, New York 13669

03/21/2018  
Date

MARCH 15, 2018  
Date



# Monroe Community College

STATE UNIVERSITY OF NEW YORK

ROCHESTER, NEW YORK

## REQUEST FOR PROPOSALS (RFP) FOR SELECTION OF A WEBSITE ACCESSIBILITY AUDITOR AND TRAINING

**RFP 18-02**

Important Dates:

Issue Date: December 14, 2017

Proposal Deadline: 3:00 P.M. EST, January 5, 2018

*Proposals must be received by the due date and time to be considered.*

### **Important Notice**

***Monroe Community College officially distributes RFP's through the Empire State Purchasing Group website at <https://www.bidnetdirect.com/new-york/monroe-community-college>. Copies of RFP documents obtained from any other source are not considered official copies.***

## **Table of Contents**

1.0	INTRODUCTION & QUALIFICATIONS
2.0	BACKGROUND
3.0	SCHEDULE OF EVENTS
4.0	RFP COORDINATOR
5.0	CLARIFICATION OF THE COLLEGE'S INTENTIONS
6.0	SERVICES/SCOPE OF WORK
7.0	SPECIFIC PROPOSAL REQUIREMENTS
8.0	CLARIFICATION OF RFP AND QUESTIONS
9.0	ADDENDA TO THE RFP
10.0	FREEDOM OF INFORMATION LAW
11.0	METHOD OF EVALUATION
12.0	CONTRACTUAL AND INSURANCE RELATED REQUIREMENTS
13.0	CONTRACT APPROVAL PROCESS
	APPENDIX A: Proposal Cover Page and Addendum Confirmation
	APPENDIX B: Sample Agreement

## 1.0 INTRODUCTION

Monroe Community College (MCC), a member of the State University of New York system, is seeking proposals related to website accessibility auditing. The College has entered into a voluntary resolution agreement with the Office of Civil Rights related to the accessibility of its website. As part of this agreement, the College needs to engage the services of a corporation or an individual to audit the College's content and functionality on the website, including, but not limited to, the home page, all subordinate pages, and intranet pages and sites, to identify any online content or functionality that is inaccessible to persons with disabilities. This audit must also include online content and functionality developed by, maintained by, or offered through a third party vendor or an open source. The auditor must possess sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including developing a proposed Corrective Action Plan.

## 2.0 BACKGROUND

Monroe Community College was founded in 1961 as part of a statewide system of two-year institutions designed to provide technical, paraprofessional and university-parallel education. Today, the College is one of thirty (30) community colleges within the State University of New York System (SUNY). The College has two campuses: the Brighton Campus is located in a suburb of Rochester, NY at 1000 East Henrietta Road and the Downtown Campus is located at 321 State Street in downtown Rochester. The College also has additional locations throughout the county.

Woman and minority owned businesses are encouraged to submit proposals. Monroe Community College is an Equal Employment Opportunity/Affirmative Action employer.

## 3.0 SCHEDULE OF EVENTS

The College's schedule of events for this RFP is shown below:

Release of Request for Proposals	December 14, 2017
Deadline for Submission of Technical Questions	December 21, 2017 @ 10:00 AM Eastern Time <sup>(1)</sup>
Proposals due	January 5, 2018 @ 3:00 PM
Interview with finalist(s) if applicable	TBD
Anticipated Award Determination	Mid-January 2018

**(1)NOTE: MONROE COMMUNITY COLLEGE'S ADMINISTRATIVE OFFICES WILL BE CLOSED FROM MONDAY DECEMBER 25, 2017 THROUGH JANUARY 1, 2018. OFFICES WILL REOPEN ON JANUARY 2, 2018. ALL TECHNICAL QUESTIONS MUST BE RECEIVED BY THE DATE AND TIME NOTED.**

Proposals must be submitted to the contact listed in Section 4.0, below, by 3:00 p.m. on January 5, 2018. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an addendum to this RFP and applicable to all vendors.

#### 4.0 RFP COORDINATOR

---

This RFP is issued for Monroe Community College. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful vendor:

**Melissa A. Fingar, Assistant to the President, HR & OD**  
**Monroe Community College**  
**1000 East Henrietta Road**  
**Rochester, NY 14623**  
**585-292-2117**  
**mfingar@monroecc.edu**

#### 5.0 CLARIFICATION OF THE COLLEGE'S INTENTIONS

As a result of this RFP, the College intends to enter into a contract with an individual or corporation to provide the services described herein. However, this intent does not commit the College to award a contract to any responding vendor, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The College reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the College to do so; (b) award one or more contracts to one or more qualified vendors if necessary to achieve the objectives of this RFP and if it is in the best interest of the College to do so.

#### 6.0 SERVICES/SCOPE OF WORK

The College is seeking an auditor that can assist it in making its website fully accessible to individuals with disabilities. The successful applicant will be able to review the College's website material, both outward facing and internal pages, to determine its functionality and accessibility for individuals with disabilities. As part of the audit service provided, the successful applicant will be able to identify all issues that exist with the College's existing website, develop a Corrective Action Plan that will ensure accessibility for all in the future, and assist in determining an appropriate monitoring and training system to ensure that all website content and materials are fully accessible.

## 7.0 SPECIFIC PROPOSAL REQUIREMENTS

### 7.1 General Instructions

**Acceptance Period:** To be considered, vendors must submit a complete response to this RFP. Vendors not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected.

**Delivery:** Delivery of all proposals shall be via electronic means. Vendors mailing proposals should allow ample delivery time to assure timely receipt of their proposals. Vendors submitting proposals are fully responsible for their delivery. Reliance upon mail or public carriers is at the vendor's risk; late proposals will not be considered. Proposals must be submitted to:

**Monroe Community College  
Purchasing Department, Building 21, Room 108  
1000 E. Henrietta Road, Rochester, New York 14623  
by 3:00 p.m. EST on January 5, 2018.**

**Opening:** There will be no public opening of the proposals.

**Required copies:** Vendors must submit one (1) signed electronic Proposal. Proposals should be clearly marked as "Proposal for Website Accessibility Auditor and Training." Proposals may be in electronic or hard copy formats. Vendors must make no other distribution of proposals. **A representative authorized to bind the vendor to the provisions outlined in the proposal must sign each proposal.**

**Conflicts:** Please disclose any conflicts or perceived conflicts of interest you may have with MCC.

**Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as 'vendor complies' or 'vendor understands' should be avoided.

**All proposals shall be considered final when received.**

**7.2 Information Proposals Must Include:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP, as outlined herein. This section outlines the information that must be included in all proposals. Please provide the proposal information using the same order as the items in this section.

---

**Cover Sheet and Addendum Confirmation:** Proposer shall include the proposal cover sheet found in Appendix A.

**Transmittal Letter:** Each response to the RFP should be accompanied by a letter of 100 words or less that summarizes why MCC should partner you're your firm for this service.

**Proposal:** Clearly explain the product/solution that you are proposing.

**Background, Experience and Services:** A clear demonstration of the vendor's background and prior experience particularly for colleges and universities and non-profit organizations. This section should include:

- A brief history and overview of your company
- Names, qualifications and experience of employees who would be assigned to this project.

**Prior Experience:** Include a list (maximum of 5) of other municipalities, colleges or universities in New York State to whom your company provides similar services. Please provide the name and telephone number of the principal contact for reference purposes.

The College reserves the right to contact these organizations for reference purposes

**Billing Method:** Proposals must include a description of your method of compensation for the requested services.

Unless otherwise agreed, the College will not pay for services in advance of delivery.

**All prices and notations shall be written in ink or typed.**

## **8.0 CLARIFICATION OF RFP AND QUESTIONS**

**8.1** Questions related to the interpretation of this RFP must be submitted in writing to the RFP Coordinator in accordance with the timeline set forth in this RFP. The RFP Coordinator will respond only to written questions (including e-mail) regarding the procurement process. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss the RFP orally or in writing, with any employee of the College, other than the RFP Coordinator, the vendor may be disqualified. Vendors may continue to communicate with the College staff regarding other business matters relative to Monroe Community College business. No contact will be allowed between the vendor and any other member of the College with regard to this RFP during the RFP process, unless specifically authorized in writing by the RFP Coordinator.

**8.2** Prohibited contact may be grounds for disqualification.

## **9.0 ADDENDA TO THE RFP**

In the event it becomes necessary to revise any part of this RFP an addenda will be issued through the Empire State Purchasing Group website at <https://www.bidnetdirect.com/new-york/monroe-community-college>. Prior to submission of your response to this RFP, we encourage you to check the Empire State Purchasing Group website for any addenda to this RFP.

**A sheet to acknowledge receipt of such addenda can be found in Appendix A.**

## **10.0 FREEDOM OF INFORMATION LAW**

As a public institution, MCC is required to comply with the New York State Freedom of Information Law (Public Officer's Law Article 6). Should any member of the public request a copy of a proposal, MCC will review the request and may disclose the requested proposal in whole or in part. If a respondent believes that its proposal or any portion thereof should be exempt from disclosure, it is incumbent upon the respondent to identify, AT THE TIME OF ITS PROPOSAL SUBMISSION, each page of the proposal for which exemption will be claimed. The bidder may indicate same with the words "Confidential," "Proprietary," or "Trade Secret" written or stamped on the page.

## 11.0 METHOD OF EVALUATION

**11.1 Evaluation Committee:** Selected personnel from the College will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

**11.2 Evaluation and Selection Criteria:** All properly prepared and submitted proposals will be evaluated using three sets of criteria. Proposals meeting the mandatory criteria will be evaluated for both technical qualifications and price.

The following represents the principal selection criteria that will be considered during the evaluation process.

### **11.2.1 Mandatory elements:**

- The vendor has no conflict of interest and is independent with regard to any other work performed by the vendor for the College.
- The vendor adheres to the instructions included in this Request for Proposals regarding preparation and submission of proposals.
- Responsiveness of the proposal in clearly communicating an understanding of the scope of the services.
- Vendor's response to all of the requirements of the RFP.

### **11.2.2 Qualifications and Competence:**

- **Work Plan/Proposal:** Demonstration of an understanding of the project requirements and ability to meet the stated needs.
- **Vendor Background, Experience and Services:** The experience and quality of the vendor's professional personnel to be assigned to the engagement and the quality of the vendor's management support personnel to be available for technical consultation.
- **Prior Engagements:** The vendor's past experience and performance on comparable educational and non-profit organizations.

### 11.2.3 Price:

- Costs and Compensation Plan

**Note:** Vendors submitting proposals may be requested to make oral presentations to the College selection committee. Presentations will provide vendors with an opportunity to clarify any aspects of their written proposals about which the College may have questions. Such oral presentations shall be requested solely at the discretion of the College and not all vendors may be asked to make such oral presentations. Oral presentations must be in person (for example, not transmitted through Skype or similar electronic means). All travel, per diem, and any associated costs for the oral presentation will be borne solely by the vendor. Refusal to provide an oral presentation, failure to appear for a scheduled presentation, or inability to agree on a suitable date/time for the presentation shall constitute complete grounds for disqualification of the vendor from further consideration.

## 12.0 CONTRACTUAL AND INSURANCE RELATED REQUIREMENTS

Attached to and made part of this RFP, is Monroe Community College's standard contractual agreement as Appendix B. For all exceptions to the Standard Monroe Community College Contract, vendors must indicate on a separate sheet labeled "*Exceptions Taken to the Standard Monroe Community College Contract*", the section number of any requirement to which an exception is being taken and an explanation of the vendor's position. It is not intended that new contract wording be proposed by vendors, but rather that vendors explain their position so that the conflict can be evaluated. Submission of a proposal with no exceptions indicates acceptance by the vendor of all conditions of the standard contract attached hereto.

**12.1 Indemnification:** The vendor awarded any contract resulting from this RFP will be required to defend, indemnify and save harmless the College and the County of Monroe, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the College which may arise, be sustained, or occasioned directly or indirectly by any person, vendor or corporation arising out of or resulting from the performance of the services by the vendor its agents or employees, the provision of any products by the vendor, its agents or employees, arising from any act, omission or negligence of the vendor, its agents or employees, or arising from any breach or default by the vendor, its agents or employees under the agreement resulting from this RFP. Nothing herein is intended to relieve the College from its own negligence or malfeasance or to assume any such liability for the College by the vendor.

**12.2 Insurance Certificates:** The vendor awarded any contract resulting from this RFP will be required to supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described as follows:

**12.3 Specific Insurance Requirements:** The selected vendor shall procure and maintain at his/her own expense, until final completion of the work covered by the contract resulting from this RFP, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the selected vendor or by his/her subcontractors.

The successful vendor shall furnish to the College a certificate or certificates of insurance in a form satisfactory to the College's Risk Manager showing that vendor has complied with all insurance requirements set forth in the contract for services resulting from this RFP; said certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the College.

The required kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the vendor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by the vendor or its subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the selected vendor naming the College and Monroe MCC as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included

- Comprehensive Form
- Premises-Operations
- Products, Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

C. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the selected vendor with minimum limits of \$2,000,000 per occurrence.

D. MOTOR VEHICLE INSURANCE issued to the selected vendor and covering liability and property damage on the vendor's vehicles in the amount of \$1,000,000 per occurrence.

### **13.0 CONTRACT APPROVAL PROCESS**

The College reserves the right to reject any or all proposals received. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the College, or that all proposals were rejected.

Each respondent should include in its written proposal its best pricing offer as well as all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters or modify their proposal after the proposal has been submitted.

The College personnel will evaluate all proposals properly submitted in response to this RFP.

The College reserves the right in awarding a contract to consider the qualifications of the vendors, as well as the amounts of the various proposals. The contract may not necessarily be awarded to the vendor which proposes the lowest pricing offer. The College reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities and to award the contract in the best interest of The College.



**APPENDIX A:**

# RFP 18-02 PROPOSAL

(Cover Sheet)

Submitted by: \_\_\_\_\_

Type or Print Name of Company: \_\_\_\_\_

Type or Print Address, City, State, and Zip Code: \_\_\_\_\_

Name of Vendor Contact for this Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Web site Address: \_\_\_\_\_

This business is a certified MWBE Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list certifying agency(cies): \_\_\_\_\_

The individual submitting this bid on behalf of his or her vendor certifies by his or her signature below that:

- I agree to be bound the terms and conditions contained in this RFP.
- I am authorized to submit this bid on behalf of the company named above.
- I have read and understood the full Request for Bid cited above

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Federal ID Number of Company: \_\_\_\_\_

Title: \_\_\_\_\_

D & B D-U-N-S Number: \_\_\_\_\_



**ADDENDUM CONFIRMATION**

(Use this section only when addendum/addenda were received for this RFP.)

Addendum # \_\_\_\_\_ - Received \_\_\_\_\_, 20\_\_ Initialed by person signing above \_\_\_\_\_

Addendum # \_\_\_\_\_ - Received \_\_\_\_\_, 20\_\_ Initialed by person signing above \_\_\_\_\_

Addendum # \_\_\_\_\_ - Received \_\_\_\_\_, 20\_\_ Initialed by person signing above \_\_\_\_\_

**MONROE COMMUNITY COLLEGE  
SERVICE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_ by and between the BOARD OF TRUSTEES OF MONROE COMMUNITY COLLEGE, an educational institution with offices at 1000 East Henrietta Road, Rochester, New York 14623, hereinafter referred to as the "College" and, \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as "Contractor".

**SCOPE OF WORK:**

The College desires to obtain the services of the Contractor to perform the scope of work set forth in this agreement

- The College issued a Request for Proposals ("RFP") attached as Attachment 'A'.
- The Contractor has submitted a proposal attached as Attachment 'B' dated \_\_\_\_\_ to perform the requested services.
- The Contractor is willing, able and qualified to perform such services.

**TIME PERIOD OF AGREEMENT:** The Contractor agrees to complete all work in a time frame to be determined

**FINANCIAL ARRANGEMENTS:** In consideration for Contractors services, the College agrees to pay Contractor a sum not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

Upon execution of this agreement, the College will issue Contractor a Purchase Order referencing this agreement. Payment in full will be made to Contractor upon receipt of an invoice by the College which includes supporting evidence that tasks listed under scope of work have been completed. The invoice must reference the Purchase Order number and should be sent to the College's designated contact person. The contact will approve payment, and forward the invoice to the College's Accounts Payable Office for processing.

**AGREEMENT DEEMED EXECUTORY:** This agreement shall be deemed executory only to the extent of the funds available for its purposes and no liability shall be incurred by the College beyond the funds available for such purposes. In the event that the College funding resources for this agreement are reduced for any reason, the College may deduct and withhold from any payment due Contractor an amount equal to the total contractual proportionate share represented by the reduced funding amount.

**PROHIBITION AGAINST ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:** Contractor shall not assign, transfer, or dispose in any way any right of interest in this agreement, and shall not subcontract any services to be performed under this agreement.

**INDEPENDENT CONTRACTOR:** Contractor will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be and officer or employee of Monroe Community College, nor make claim to any rights accruing to an officer or employee of Monroe Community College.

**INDEMNIFICATION CLAUSE:** The Contractor shall defend, indemnify and save harmless the College and the County of Monroe, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the College which may arise, be sustained, or occasioned directly or indirectly by any person, Contractor or corporation arising out of or resulting from the performance of the services by the Contractor its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the agreement resulting from this RFP. Nothing herein is intended to relieve the College from its own negligence or misfeasance or to assume any such liability for the College by the Contractor.

**INSURANCE:** Contractor will supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described as follows:

Contractor shall procure and maintain at his/her own expense, until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the selected Contractor or by his/her subcontractors.

Contractor shall furnish to the College a certificate or certificates of insurance in a form satisfactory to the College's Risk Manager showing that Contractor has complied with all insurance requirements set forth in this contract for services; said certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the College. Except for *Worker's Compensation, Insurance*, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation.

---

The required kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by the Contractor or its subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the selected Contractor naming the College and Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included

- Comprehensive Form
- Premises-Operations
- Products, Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

C. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the selected Contractor with minimum limits of \$2,000,000 per occurrence.

D. MOTOR VEHICLE INSURANCE issued to the selected Contractor and covering liability and property damage on the Contractor's vehicles in the amount of \$1,000,000 per occurrence.

**CONTACT PERSON:** \_\_\_\_\_ will serve as the responsible administrator of this agreement for the College. \_\_\_\_\_ will serve as the representative for Contractor.

**TERMINATION:** Either party may cancel this agreement by giving thirty (30) days written notice. The College may terminate this agreement in whole or in part if Contractor defaults in performance of the services required hereunder. Upon termination, the College may take over the services to be performed and complete them in the manner the College deems best, at his discretion of the College. Contractor shall be liable to the College for any excess cost occasioned thereby.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with the reference to the subject matter of this agreement, are hereby superseded. There are no understandings, representations or warranties expressed or implied, that are not specified herein. No changes will be made to any of the terms of this agreement, nor any provisions waived, without the prior written consent of Contractor or the College.

In Witness Whereof, the parties have hereunto set their hands and seals, as of the day and year first above written.

FOR COLLEGE

FOR CONTRACTOR

\_\_\_\_\_  
Hezekiah N. Simmons, CFO and  
Vice President Administrative Services  
Monroe Community College  
1000 E. Henrietta Rd  
Rochester, New York 14623

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM NO. 1: December 22, 2017:**

INCLUDE THIS ADDENDUM AS PART OF THE CONTRACT DOCUMENTS. IT SUPPLEMENTS PORTIONS OF THE ORIGINAL SPECIFICATIONS, THE INTENT OF WHICH SHALL REMAIN, EXCEPT AS REVISED HEREIN.

**1) CHANGE TO RFP DUE DATE AND DEADLINE FOR SUBMISSION**

The deadline for submission of RFP responses has been extended.

The original deadline for submission of bids was: January 5, 2018 at 3:00 PM

The new deadline for submission of RFP responses is now: **January 12, 2018 at 3:00 PM**

**2) SECTION 6.0 SERVICE/SCOPE OF WORK (page 4) is revised to read as follows:****6.0 SERVICES/SCOPE OF WORK**

The College is seeking an auditor that can assist it in making its website fully accessible to individuals with disabilities. The successful applicant will be able to review the College's publically facing website material, to determine its functionality and accessibility for individuals with disabilities. As part of the audit service provided, the successful applicant will be able to identify all issues that exist with the College's existing website, develop a Corrective Action Plan that will ensure accessibility for all in the future, and assist in determining an appropriate monitoring and training system to ensure that all website content and materials are fully accessible. The College may negotiate with any vendor awarded a contract as result of this RFP additional audit work related to web pages accessible via authentication through a portal. Much of that content is provided by third party vendors such as Ellucian, Blackboard, etc. Monroe Community College internal staff may also audit this content after being trained by the successful vendor awarded a contract as a result of this RFP.

IN ADDITION FOLLOWING ARE TECHNICAL QUESTIONS RECEIVED FROM INTERESTED VENDORS BY THE DEADLINE OF DECEMBER 21, 2017 AT 10:00 AM. RELATED ANSWER FOLLOWS EACH QUESTION.

**\*\*\*NO ADDITIONAL QUESTIONS WILL BE ENTERTAINED BY MONROE COMMUNITY COLLEGE\*\*\***

**Question #1** Can you clarify how this is to be submitted? I see both electronic (via email I would assume) and hard copy (physically mailing a printed copy) mentioned and as an option, but it is one required or preferred?

**MCC Response:** Electronic would be fine as a PDF that we can make copies from to hand out to users.

**Question #2:** Can you share more about your goals for accessibility training? Any insight into how many total people need to get trained, what types of roles of individuals need to get trained (Developers? Designers? Content Creators? Etc.?), where training needs to take place (Onsite or open to an Online delivery as well?) would all be very helpful.

**MCC Response:** Online delivery would be fine. Training would need to be for (about) 10-12 Developers and Designers and roughly 60-70 Content Creators (assuming each content editor in the school would be trained)

**Question #3:** Can you offer an extension by 1 week? With many individuals already starting holiday vacation this week (and certainly next), if there is flexibility to push out 1 week that would be much appreciated and very helpful.

**MCC Response:** A one week extension is fine. The new deadline for submission of RFP responses is now: January 12, 2018 at 3:00 PM

**Question #4:** What is considered in scope for the audit? I read that it includes all public facing sites, sites behind authentication, 3rd party software, and all content – this is very large. Thus I have some additional questions:

- For public facing aspects of the college website, what main sites are to be included for testing?
  - Does Monroe CC know their digital inventory? As in do you have a sense of how many total websites you have, who owns these sites, how many pages the sites are, which sites are unique templates vs. written off the same template? Any information here would help.

**MCC Response:** The scope of this RFP and audit is on MCC's public facing sites:  
Main MCC website- One template  
approximately 10 WordPress websites (all using 1 Template)  
Athletics (Externally managed/hosted)  
2 Work Force Development websites

**Question #5:** Additionally, if you are more so looking to focus on certain public facing websites (your public website, athletics site, or other high traffic sites, for example), can you provide insight?

**MCC Response:** Focus on main WWW.Monroecc.edu website

**Question #6:** Are you interested in having some media tested such as PDFs, PowerPoints, or a Video?

**MCC Response:** Yes

**Question #7:** Should 3rd party software testing be included (such as LMS, CMS, SIS)? If so, can you provide a thorough list of which ones are to be included, as well as a walk-through via screen share of each system so we can properly scope these?

- Are courses in your LMS to be audited? Or just the LMS itself?

**MCC Response:** The scope of the audit is largely dictated by the Office of Civil Rights (OCR), but our ultimate goal is to make all of our website and learning management systems as accessible as possible. We are looking for someone to help us who is experienced in these audits to guide our decision making as we go forward to ensure that we are maximizing accessibility for all. However any response to this RFP should focus on an audit of all public facing sites

**Question #8:** Are there any Mobile applications that need to be included in the scope?

**MCC Response:** Your response to this RFP should focus on an audit of all public facing sites accessible via [www.monroecc.edu](http://www.monroecc.edu)

**Question #9:** Is there anything behind authentication/intranet, such as portals or other areas student/faculty/employees have to sign into?

- If there is a portal, for example, are we only to test it from the student view? Or the teacher/employee view as well?

**MCC Response:** Any response to this RFP should focus on an audit of all public facing sites

**Question #10:** What Assistive Technologies are of interest (JAWS? NVDA? Dragon NaturallySpeaking? Zoom Text? All or just some of this list?

**MCC Response:** All.

**Question #11:** Is the College interested in Responsive Web Design testing of any of the sites? If so, which ones?

**MCC Response:** Yes, [www.monroecc.edu](http://www.monroecc.edu)

**Question #12:** To confirm, the public facing sites should focus on the below, correct? If so, can you provide URLs to these sites? I have the main site, but not direct links to the others.

- Main MCC website- One template
- approximately 10 WordPress websites (all using 1 Template)
- Athletics (Externally managed/hosted)
- 2 Work Force Development websites

**MCC Response:** Main MCC website- One template - <http://www.monroecc.edu/>  
approximately 10 WordPress websites (all using 1 Template)  
(Basically we should focus on just the template for this and not the individual sites...)  
<https://sites.monroecc.edu/mathpuzzler/>  
<https://sites.monroecc.edu/surc/>  
<https://sites.monroecc.edu/combating-hate-speech/>  
<https://sites.monroecc.edu/learning-communities/>  
<https://sites.monroecc.edu/latest-info/>  
(there are others, but everything is the same wordpress template)

Athletics (Externally managed/hosted) - <http://www.mcctribunes.com>

2 Work Force Development websites <http://www.mccediws.com/> <https://workforceforward.com/>

Sites accessible through authentication by students, faculty and staff are not the focus of this RFP.

**Question #13:** Regarding anything behind authentication – to include anything 3rd party related or anything Monroe CC has built – based on the below, it sounds like the only thing you’d be interested in including in this area would be your LMS, Blackboard, is that correct? I also see you mentioning Banner and a few others in the above list that would fall under 3rd party, should those be included? If we could get a concrete list of anything behind authentication, that’d be great. Aside from the concrete list, we will need to setup a walk-through or at minimum receive screen shots of the applications so we can get a sense of the complexity and functionality of these applications. This is critical to ensuring we are providing an accurate level of effort and in turn, pricing.

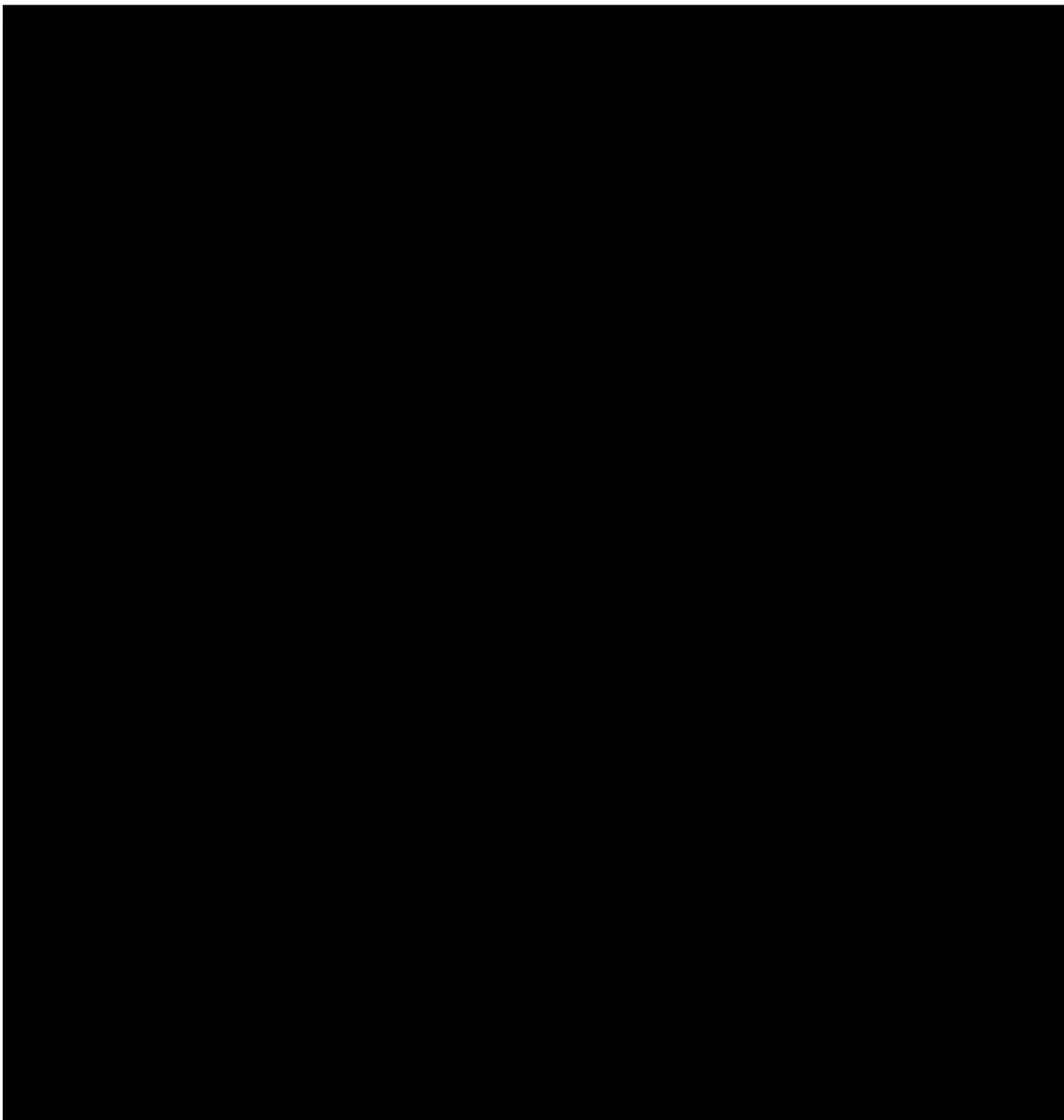
**MCC Response:** Sites accessible through authentication by students, faculty and staff are not the focus of this RFP.

**Question #14:** I am inquiring in reference to the RFP for Website Accessibility and Training, could you please clarify what is meant by training. The RFP title suggests that you are looking for training, the RFP scope of services is asking for assistance in determining a training system. Please clarify what type of training is expected to be performed, if this training is expected to be onsite, and any other training issue that may not be covered in the current scope of services.

**MCC Response.** Please see question #2 and MCC’s response.

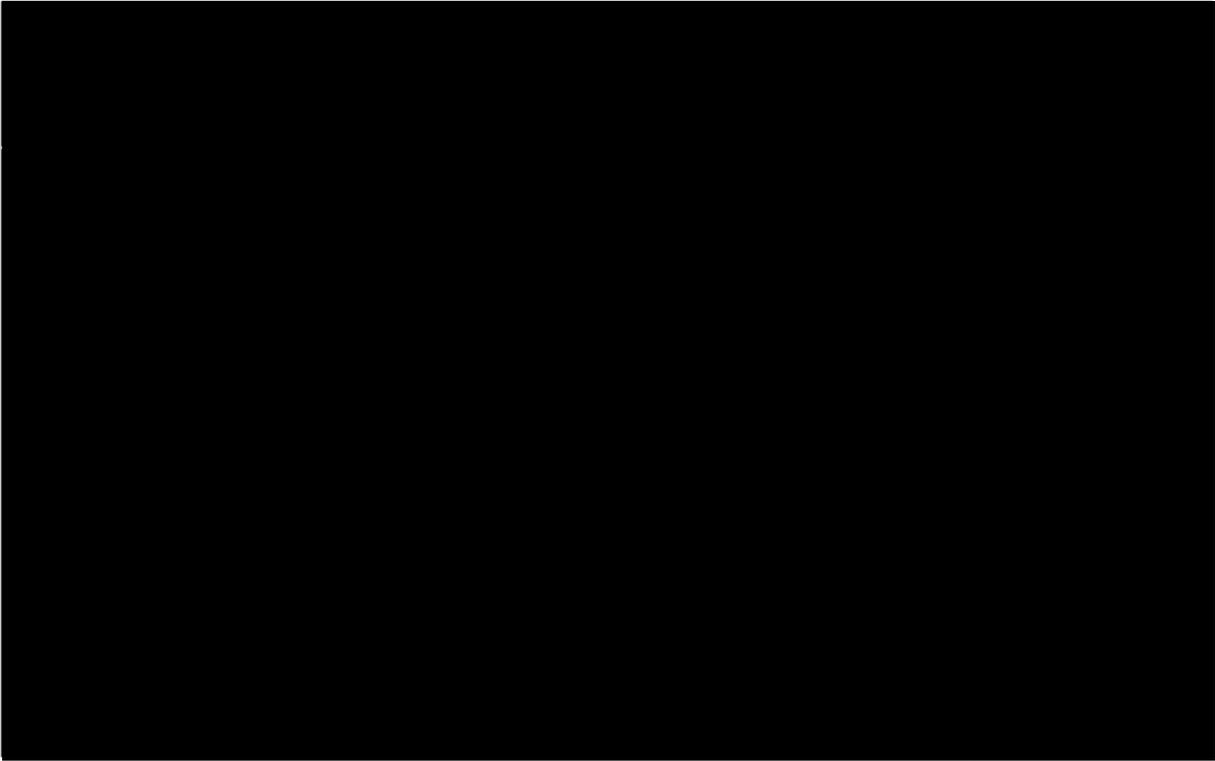
**END OF ADDENDUM**

## Table of Contents

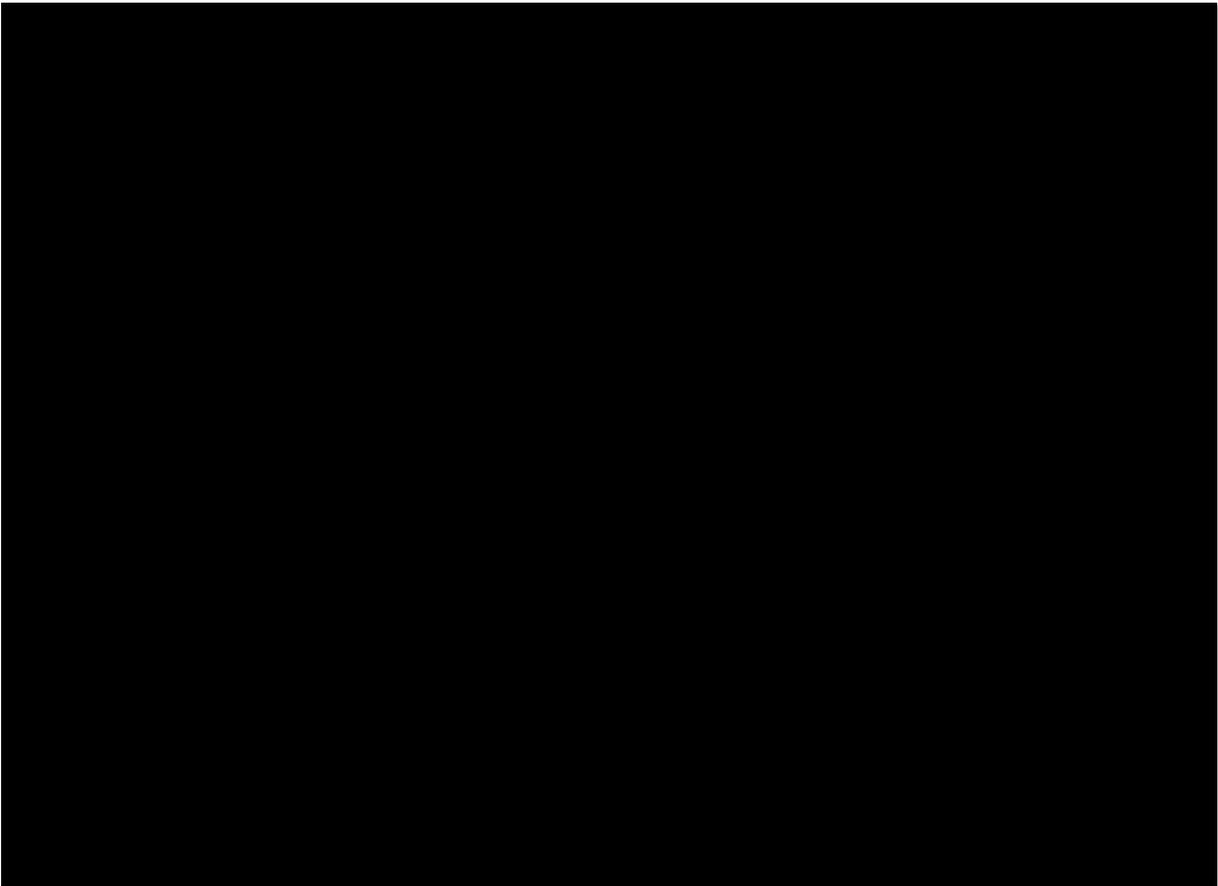
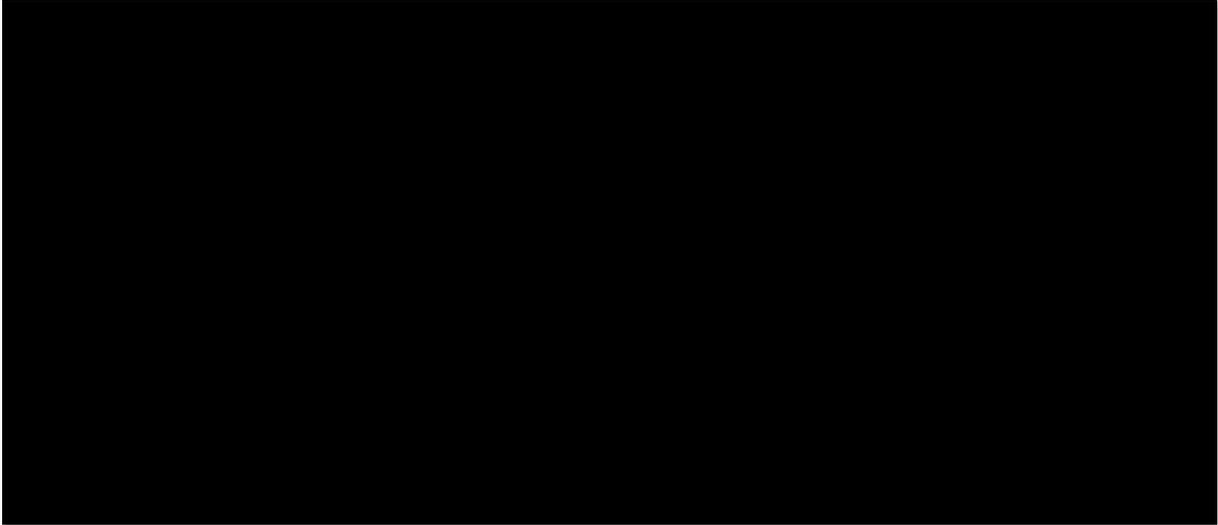




OTTAWA, ON | OGDENSBURG, NY



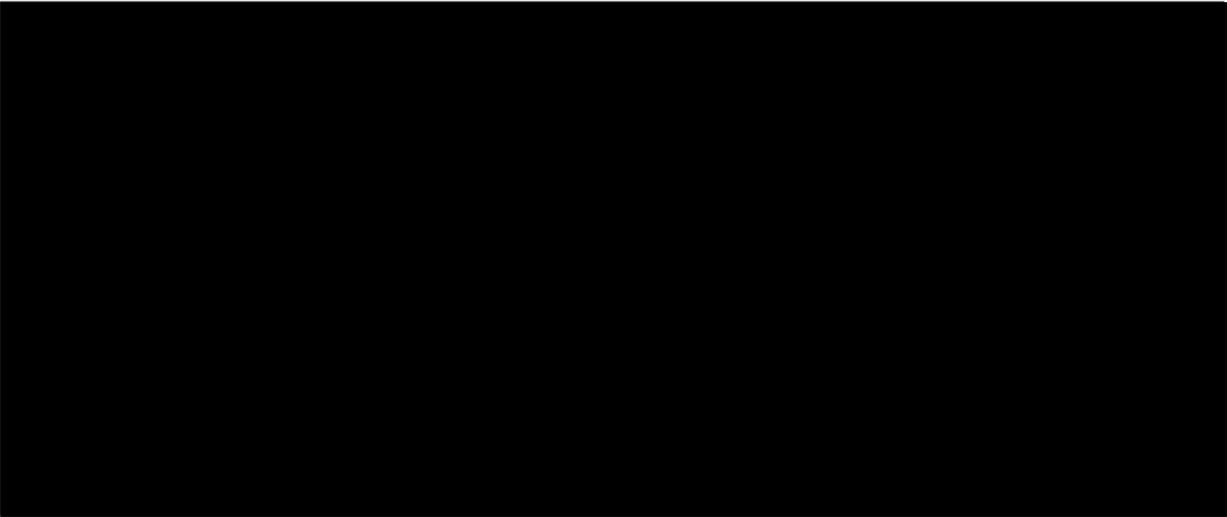
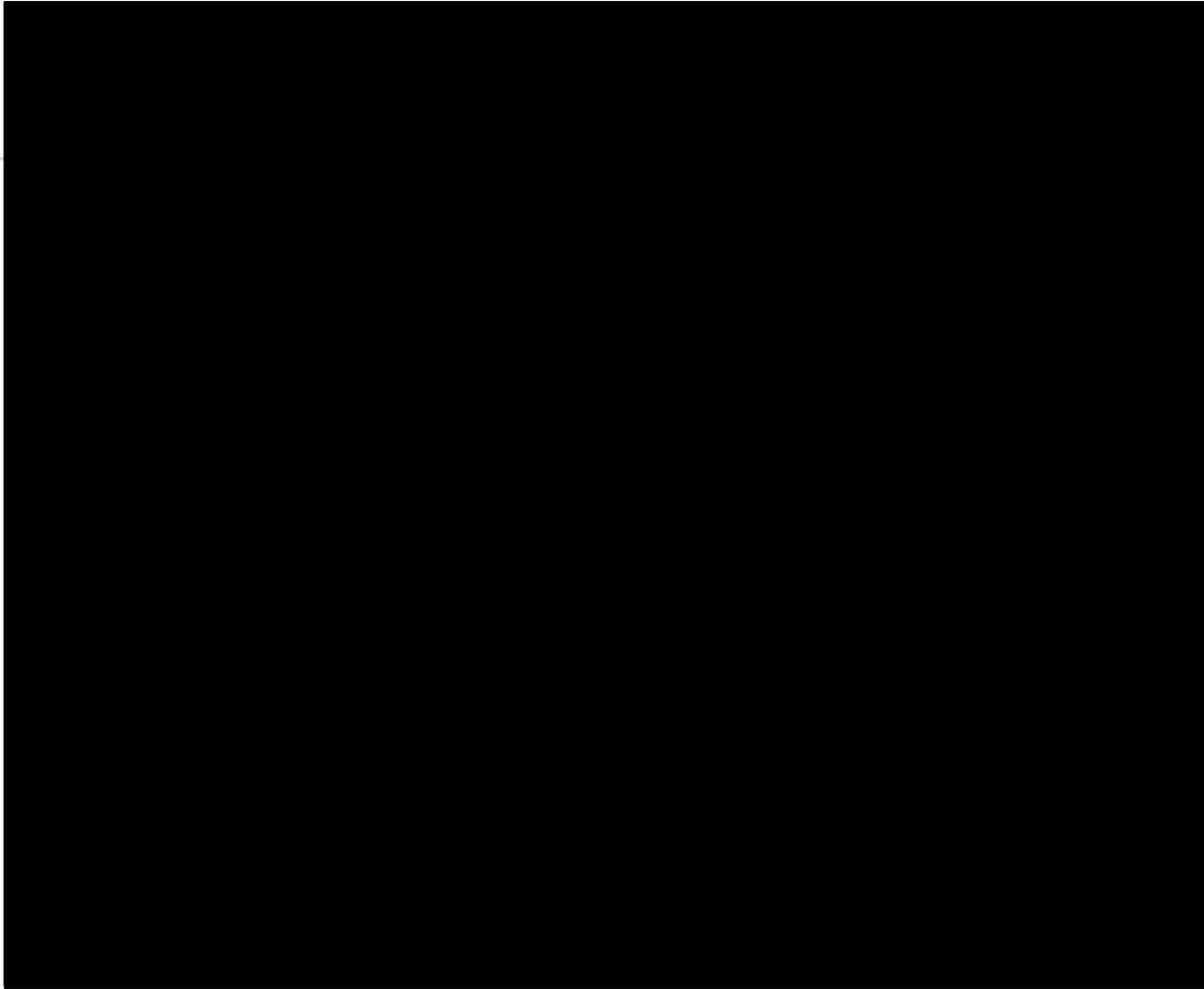
## Proposal





**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



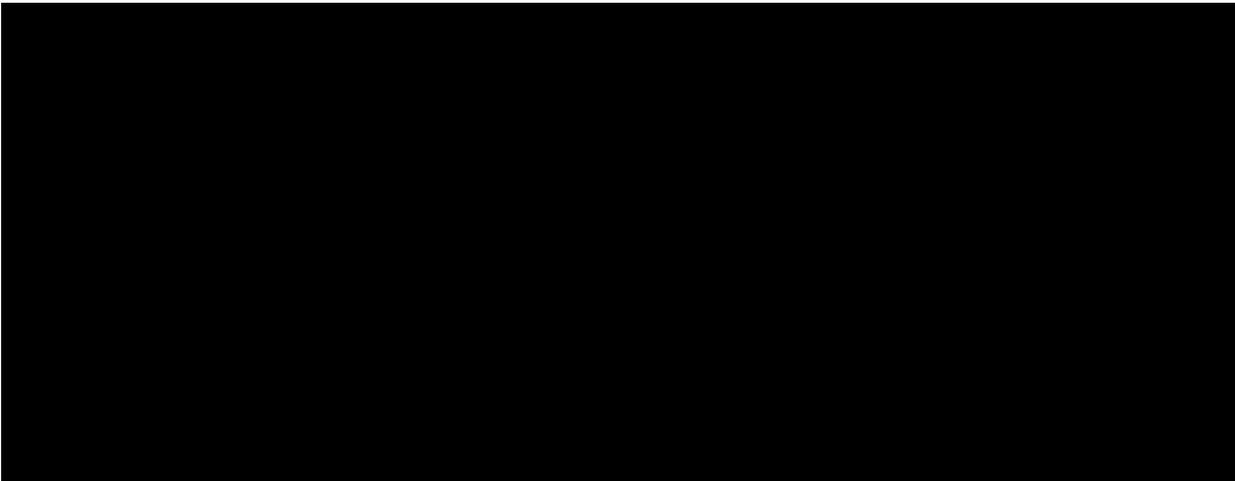
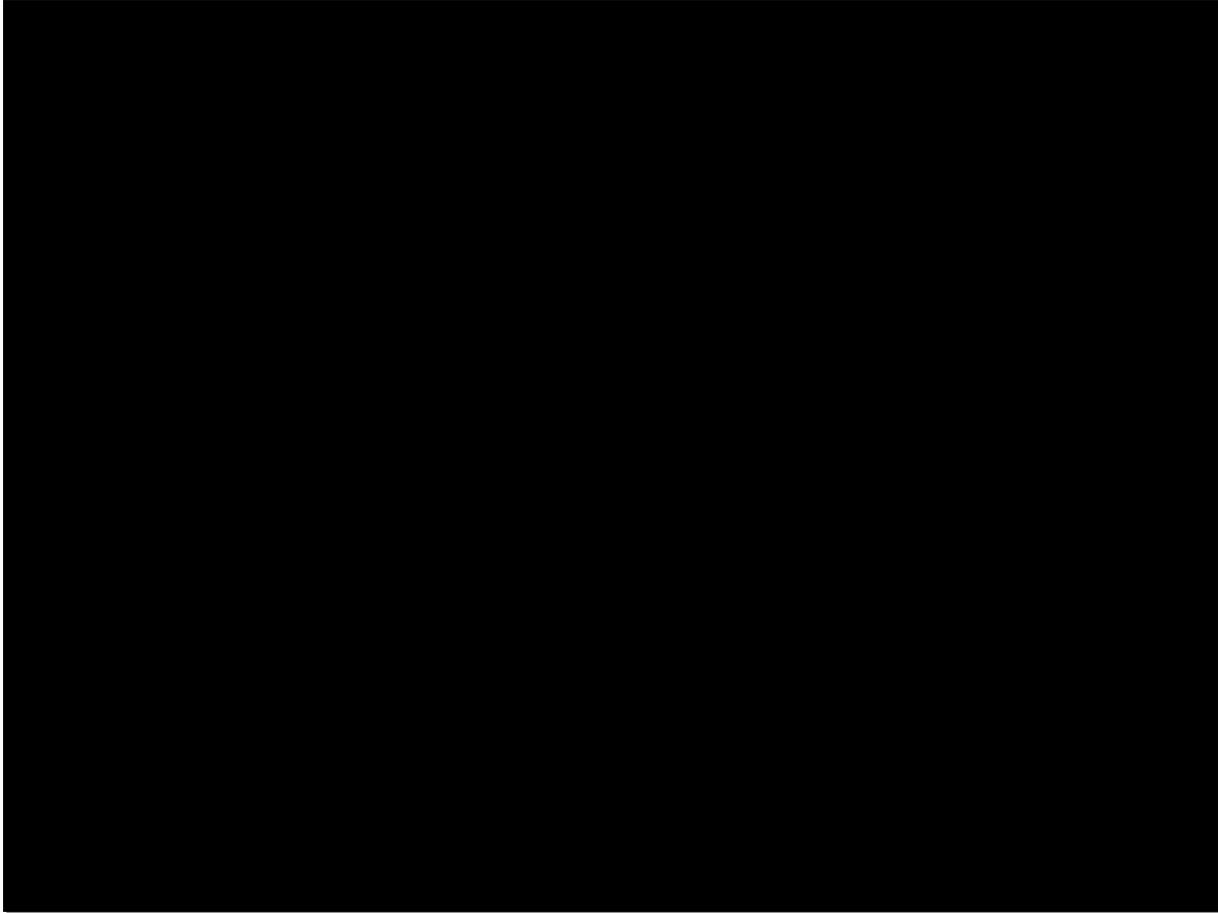
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

Info@tbase.com | www.tbase.com | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



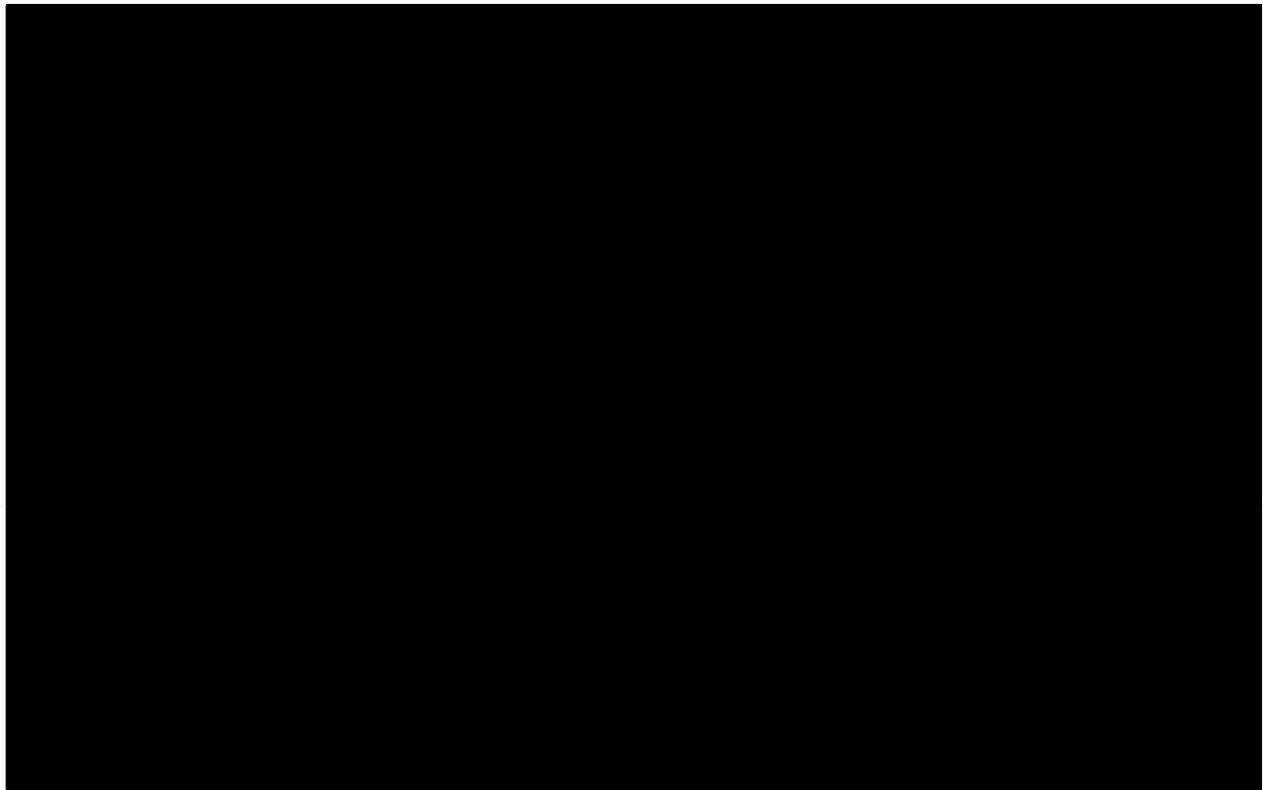
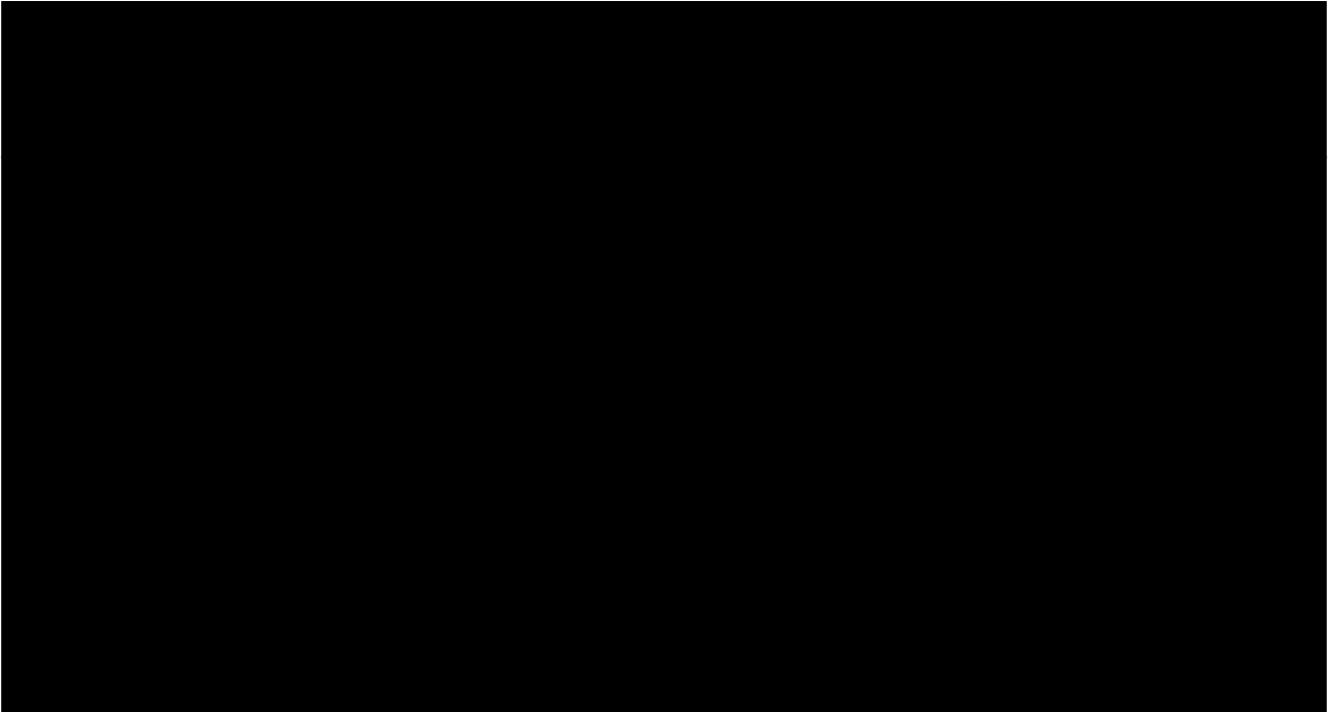
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

info@tbase.com | www.tbase.com | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



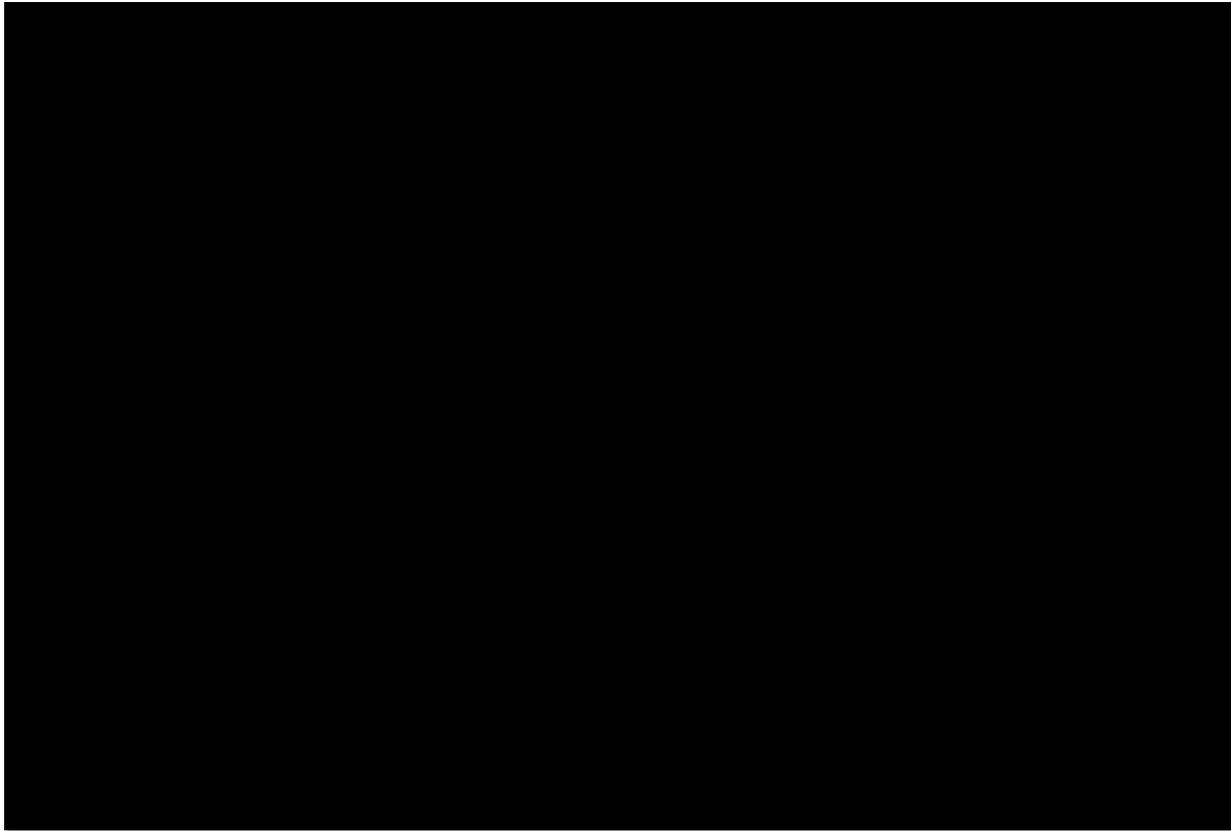
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



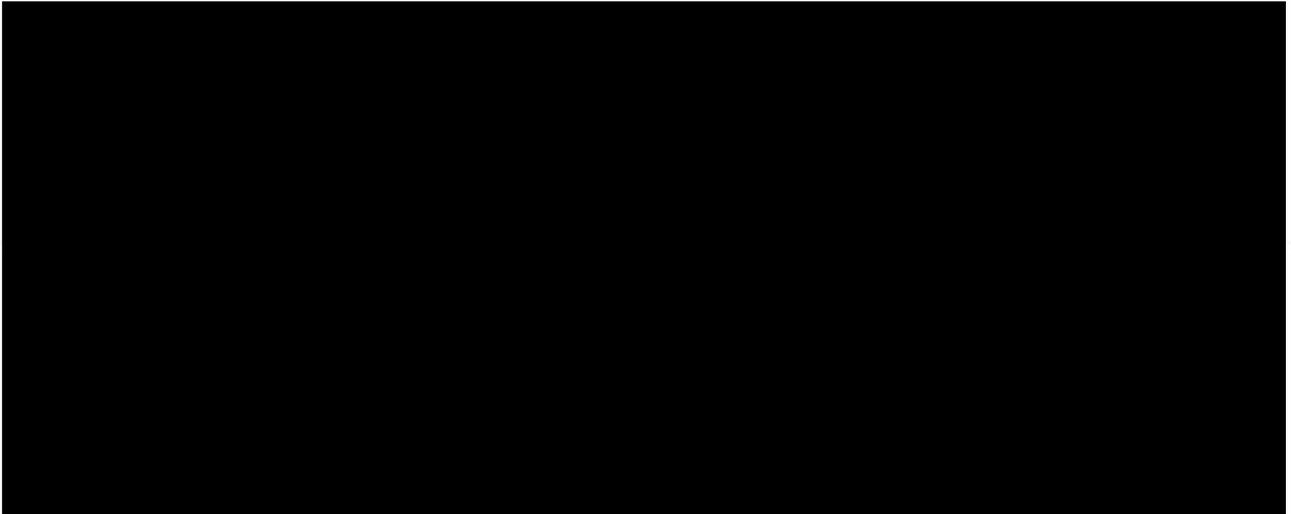
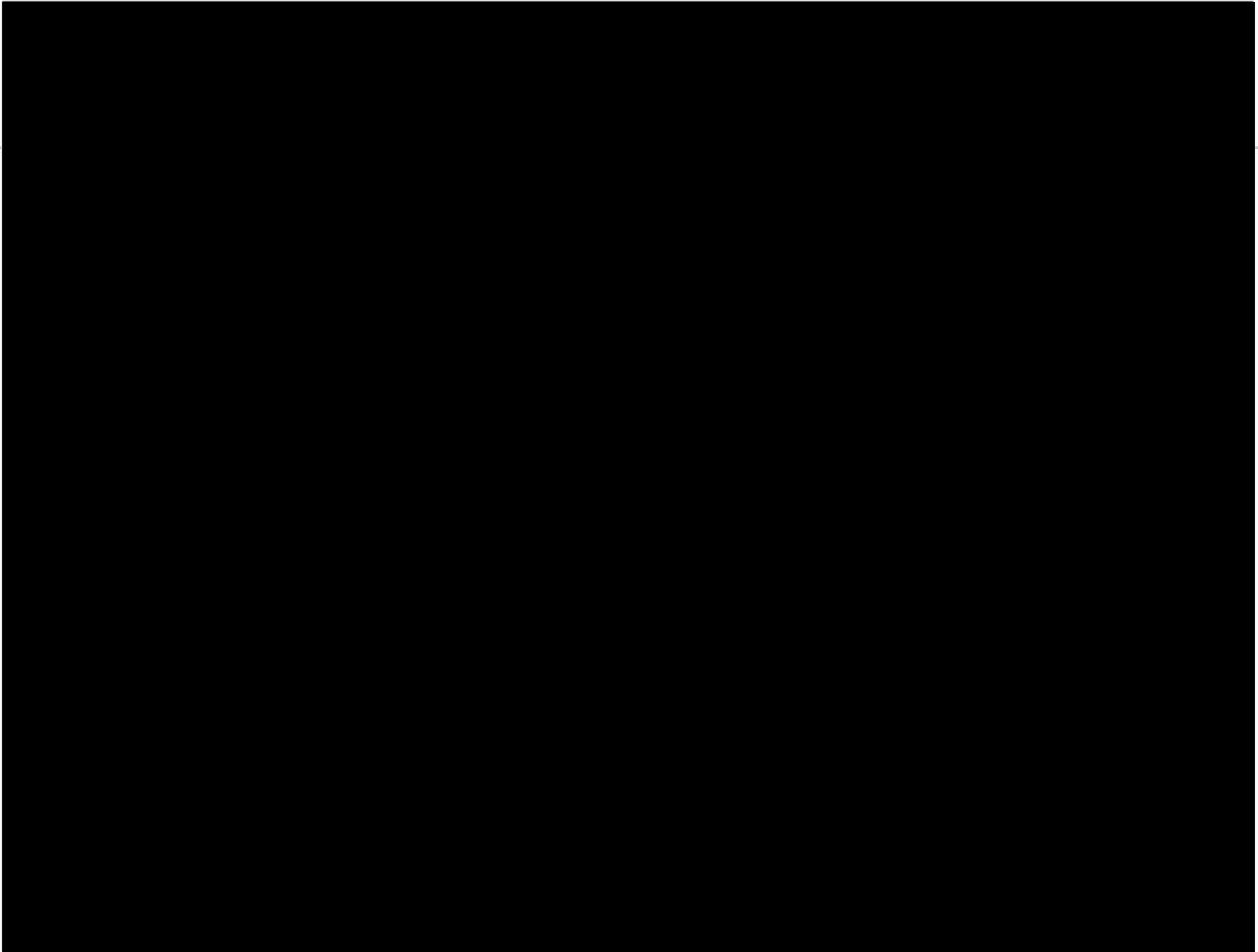
**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

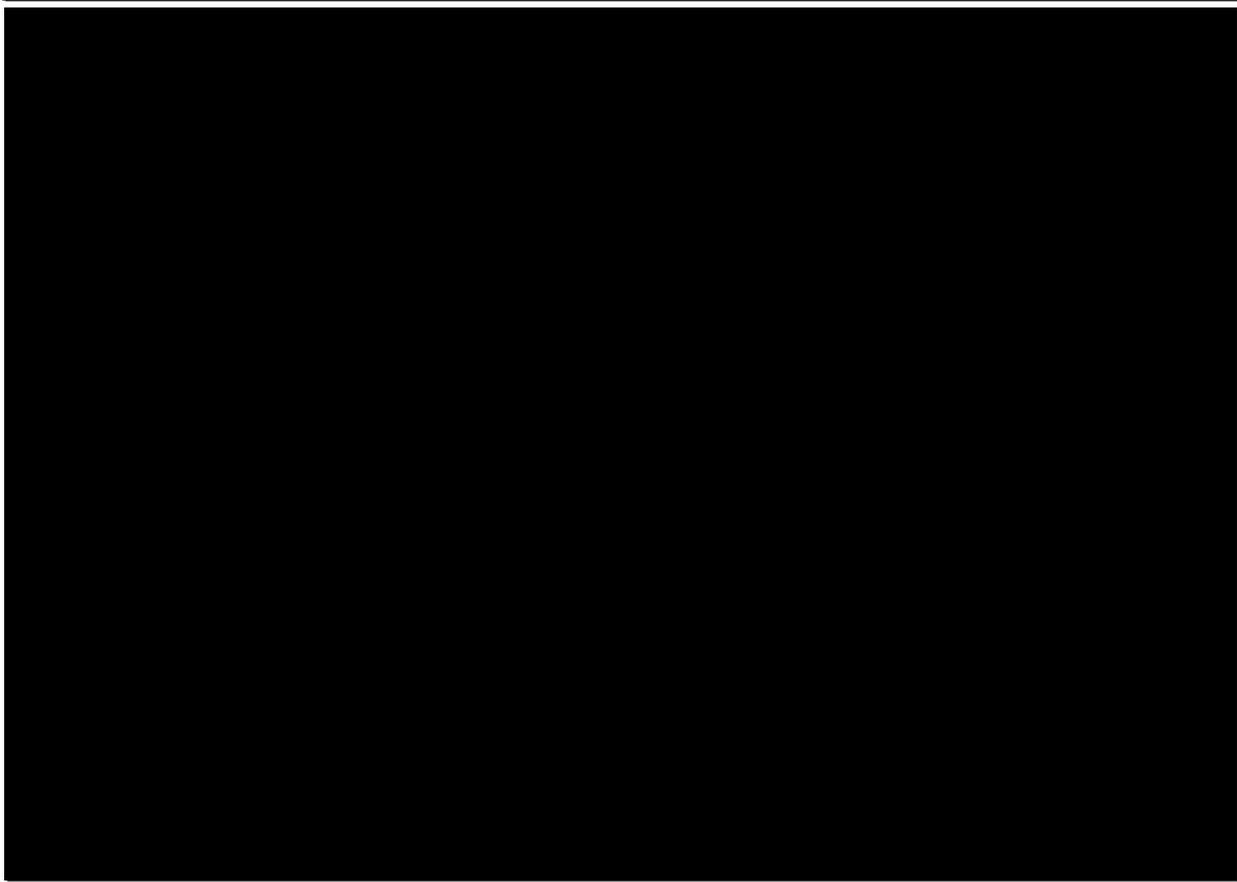
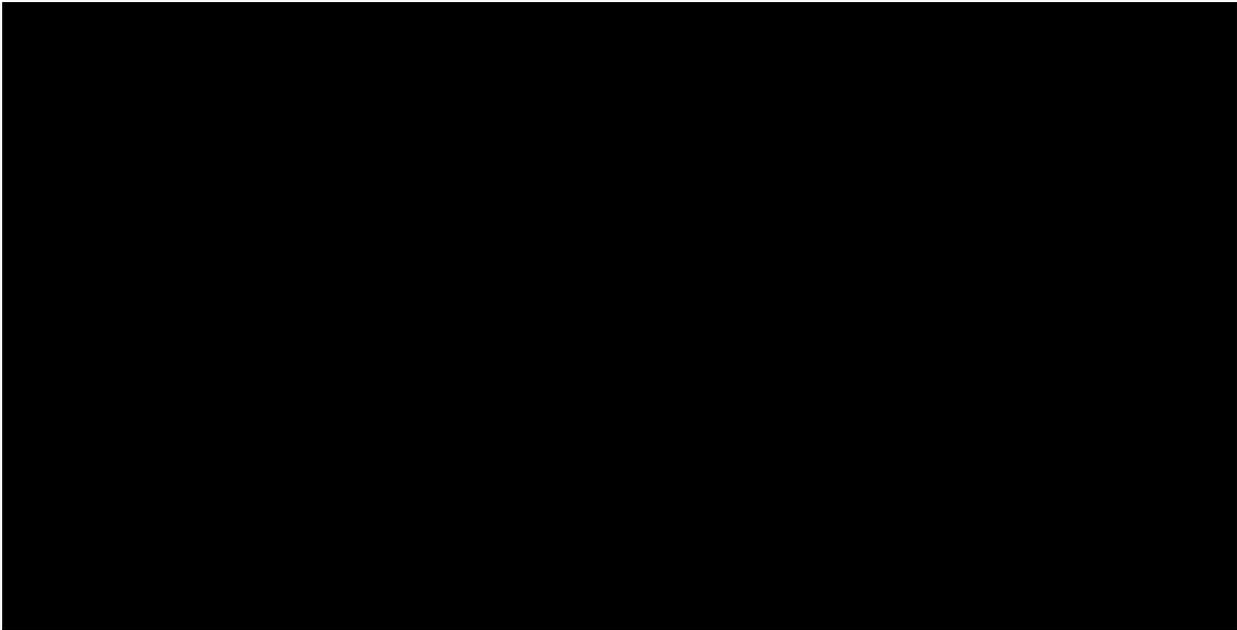
[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668





**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



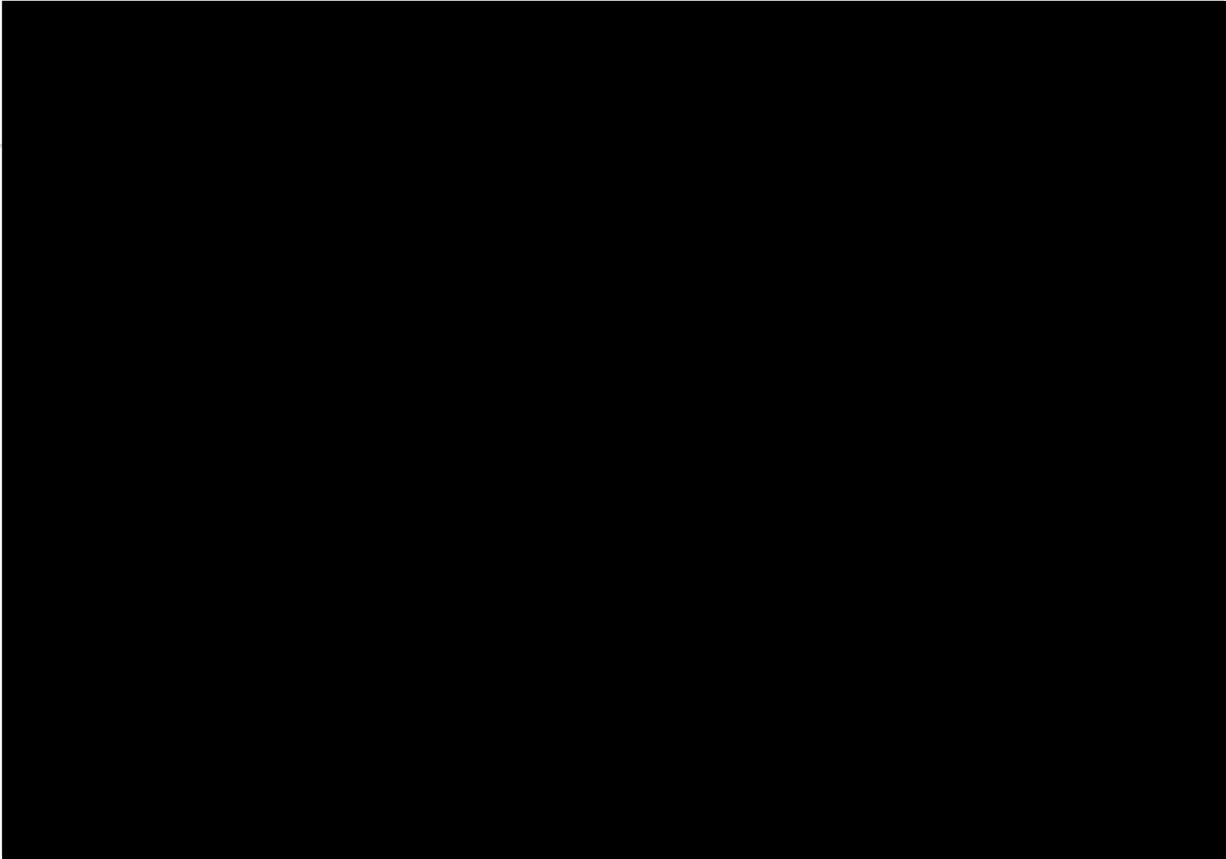
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



## Pricing

Following is the pricing schedule for the work required of the Monroe Community College RFP scope of work. Further Information relating to project planning, remediation, tools and measuring progress can be found in the Statement of Work section of this response.

T-Base Communications' Proposed Fee for the Scope of Services is as follows:

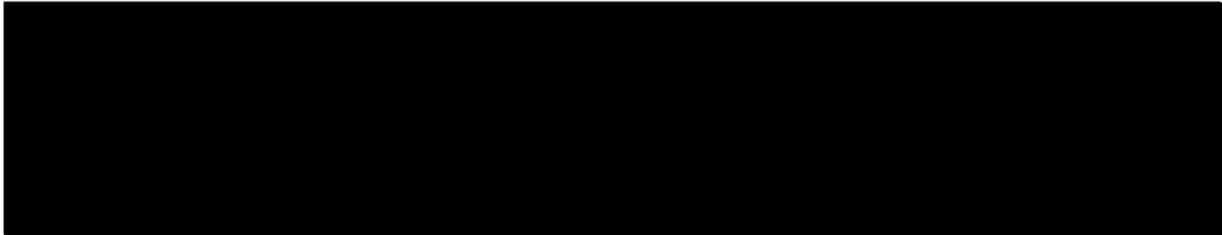
Fees associated with the initial audit, including project management and reporting	\$43,200
<p>Based on individual estimates for website auditing, considering the following websites:</p> <ul style="list-style-type: none"> <li>• <a href="http://www.monroecc.edu/">http://www.monroecc.edu/</a></li> <li>• <a href="https://sites.monroecc.edu/mathpuzzler/">https://sites.monroecc.edu/mathpuzzler/</a></li> <li>• <a href="https://sites.monroecc.edu/surc/">https://sites.monroecc.edu/surc/</a></li> <li>• <a href="https://sites.monroecc.edu/combating-hate-speech/">https://sites.monroecc.edu/combating-hate-speech/</a></li> <li>• <a href="https://sites.monroecc.edu/learning-communities/">https://sites.monroecc.edu/learning-communities/</a></li> <li>• <a href="https://sites.monroecc.edu/latest-info/">https://sites.monroecc.edu/latest-info/</a></li> <li>• <a href="http://www.mcctribunes.com/landing/index">http://www.mcctribunes.com/landing/index</a></li> <li>• <a href="http://www.mccedlws.com/">http://www.mccedlws.com/</a></li> <li>• <a href="https://workforceforward.com/">https://workforceforward.com/</a></li> </ul> <p>Assessment plus reporting = 36 work days X \$1200/day</p>	
<p>Fees associated with the post-remediation audit of current website</p> <p>Re-assessment of the main website only (<a href="http://www.monroecc.edu/">http://www.monroecc.edu/</a>) plus reporting = 4 work days X \$1200/day</p>	\$4,800
<p><b>Total All Inclusive Cost (for audit above)</b></p> <p>Our total All Inclusive Cost includes 10 hours of consultation support, to be delivered on an on-demand basis after the presentation of the Initial assessment report.</p>	<b>\$48,000</b>
<p>1/2 Day training package*, focusing on:</p> <ul style="list-style-type: none"> <li>• Why accessibility matters</li> <li>• WCAG 2.0 overview</li> <li>• Web accessibility testing, tools, and techniques</li> </ul> <p>*up to 20 people, \$199 per person thereafter</p>	\$4,700.00
<b>OR</b>	



OTTAWA, ON | OGDENSBURG, NY

Full Day training package*, focusing on: <ul style="list-style-type: none"><li>• Why accessibility matters</li><li>• WCAG 2.0 overview</li></ul>	\$5,700.00
<ul style="list-style-type: none"><li>• Web accessibility testing, tools, and techniques</li><li>• WAI-ARIA</li><li>• Accessibility for Mobile Devices</li></ul> <p>*up to 20 people, \$199 per person thereafter</p>	
Note: Travel and accommodation expenses are charged at cost. Should additional consulting be required outside of the scope of two days, T-Base rates are \$1,200 per day (or \$150 per hour)	TBD

\*\* All pricing is guaranteed for 90 days.



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

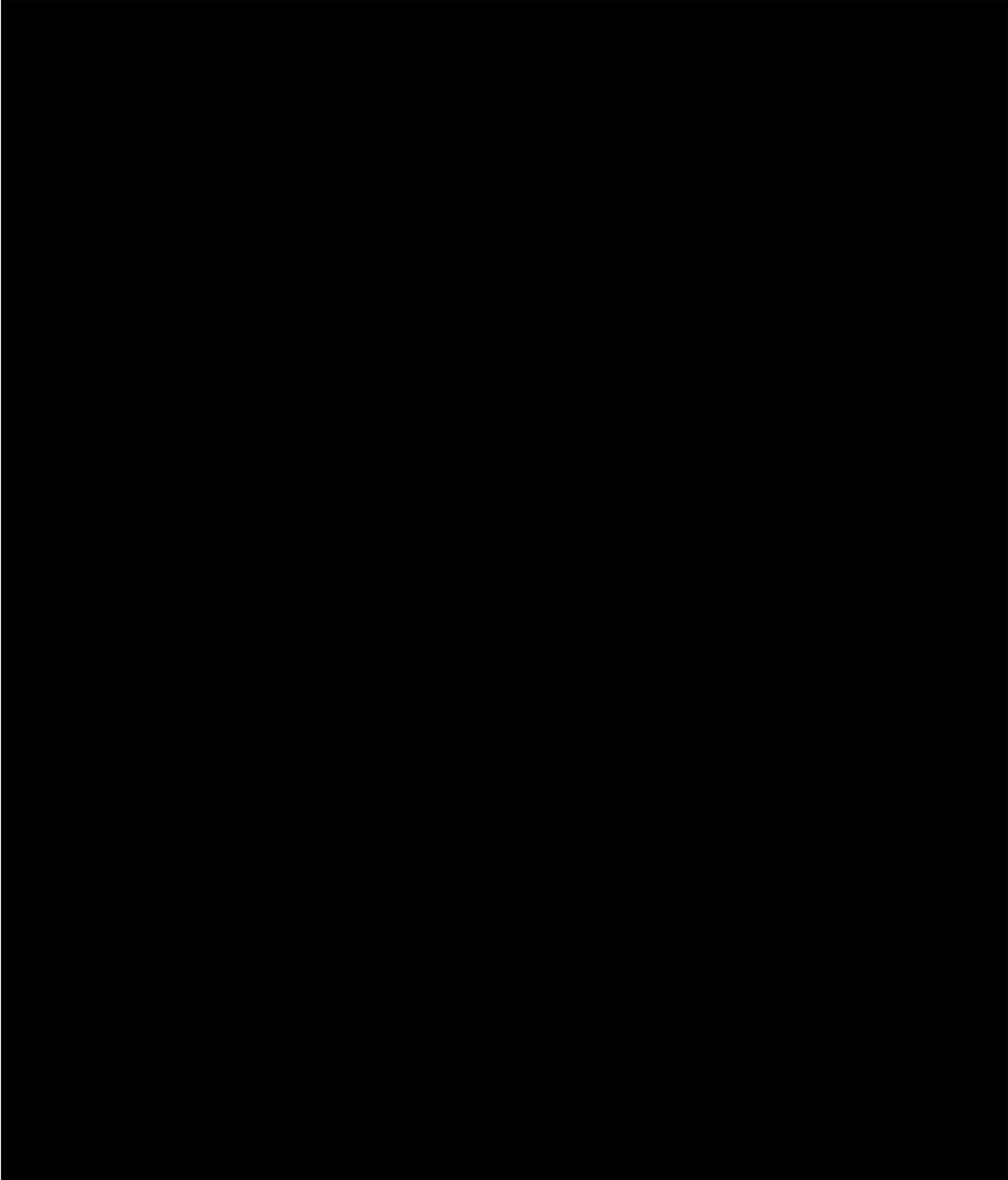
info@tbase.com | www.tbase.com | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

## Statement of Work



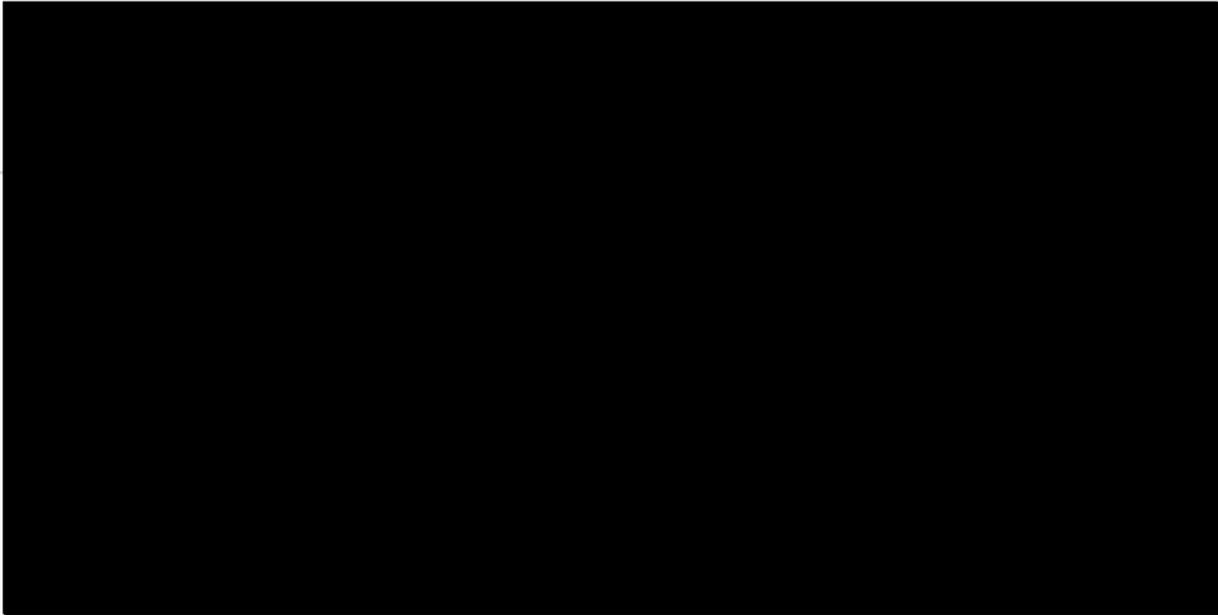
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



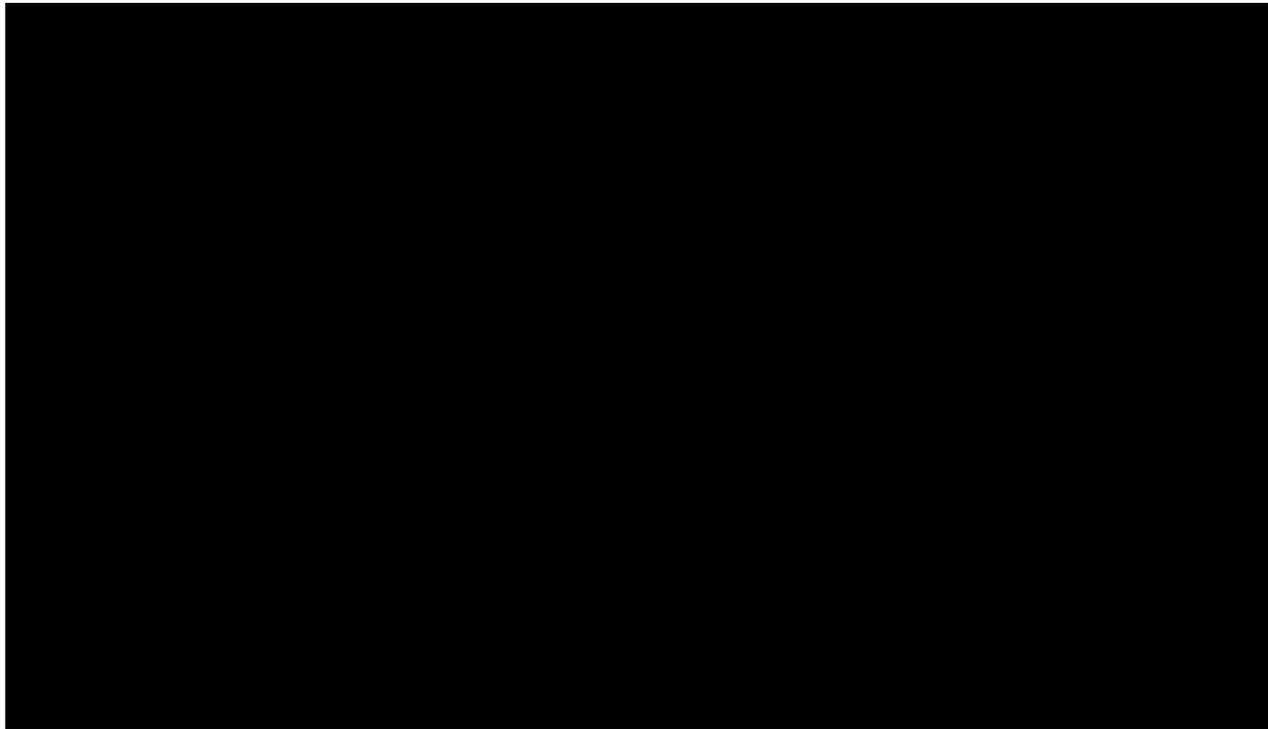
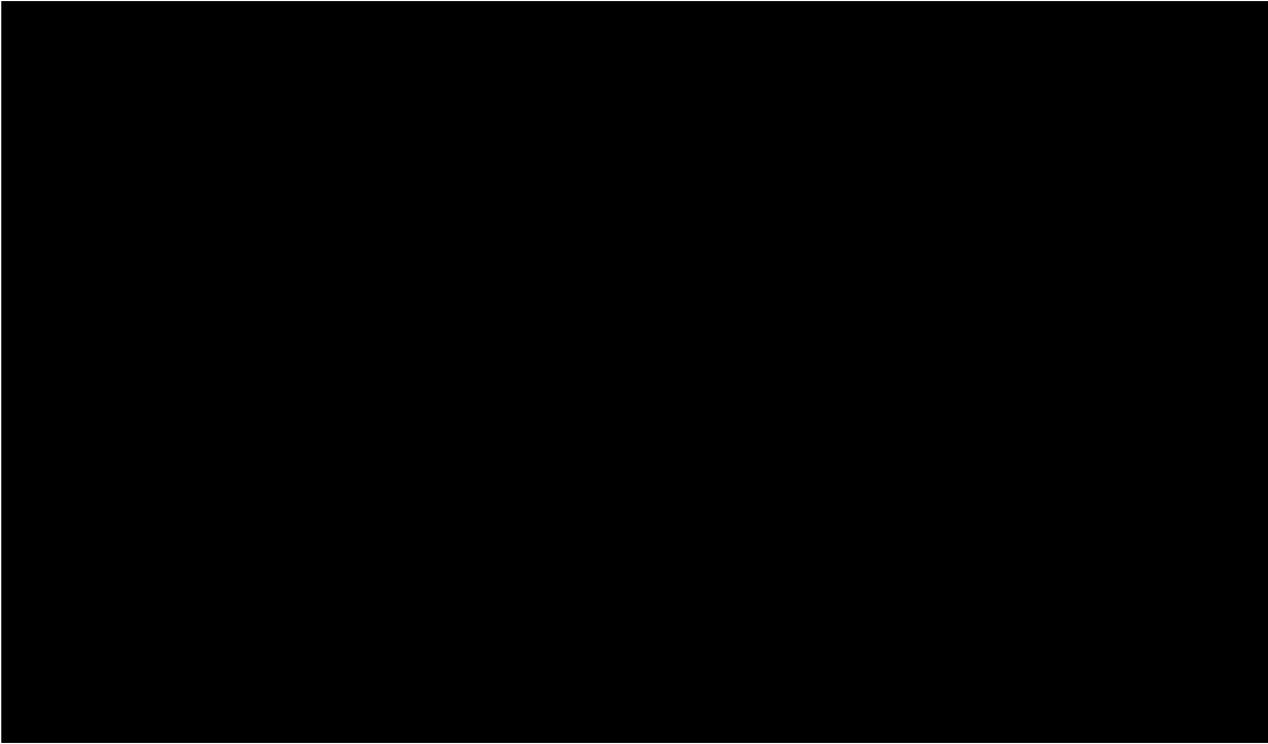
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



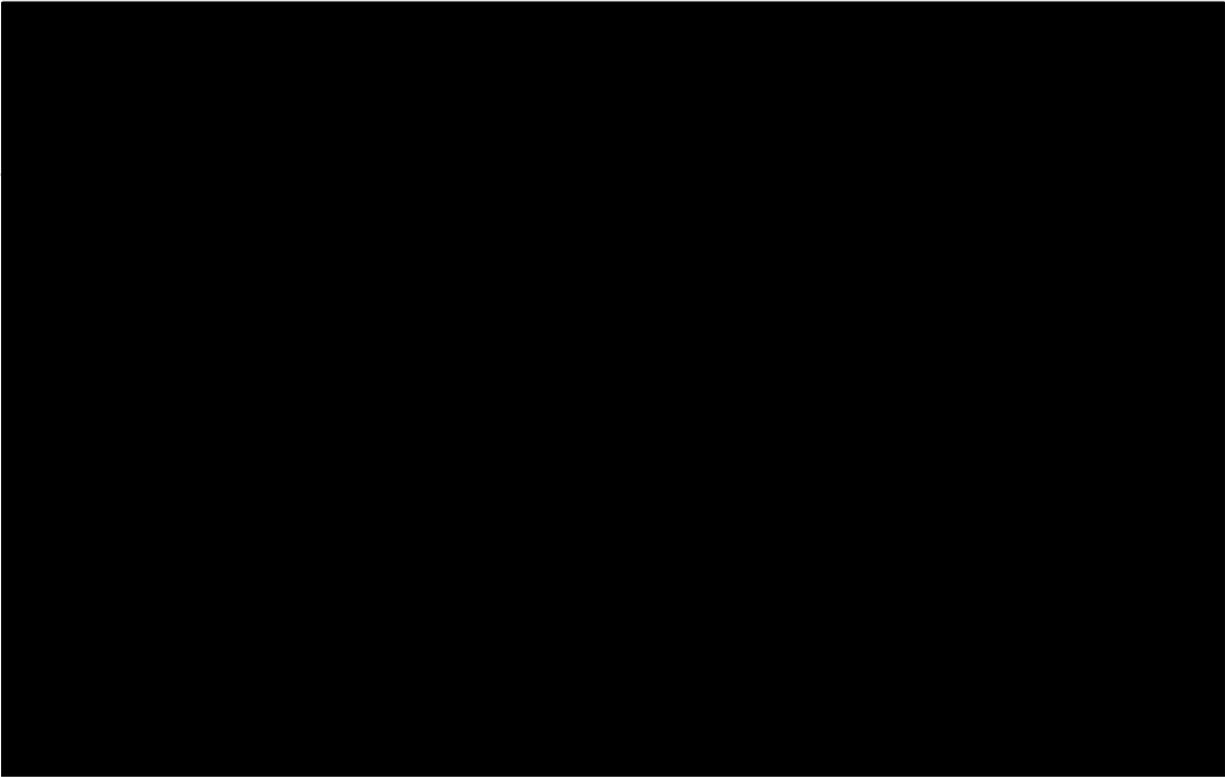
**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

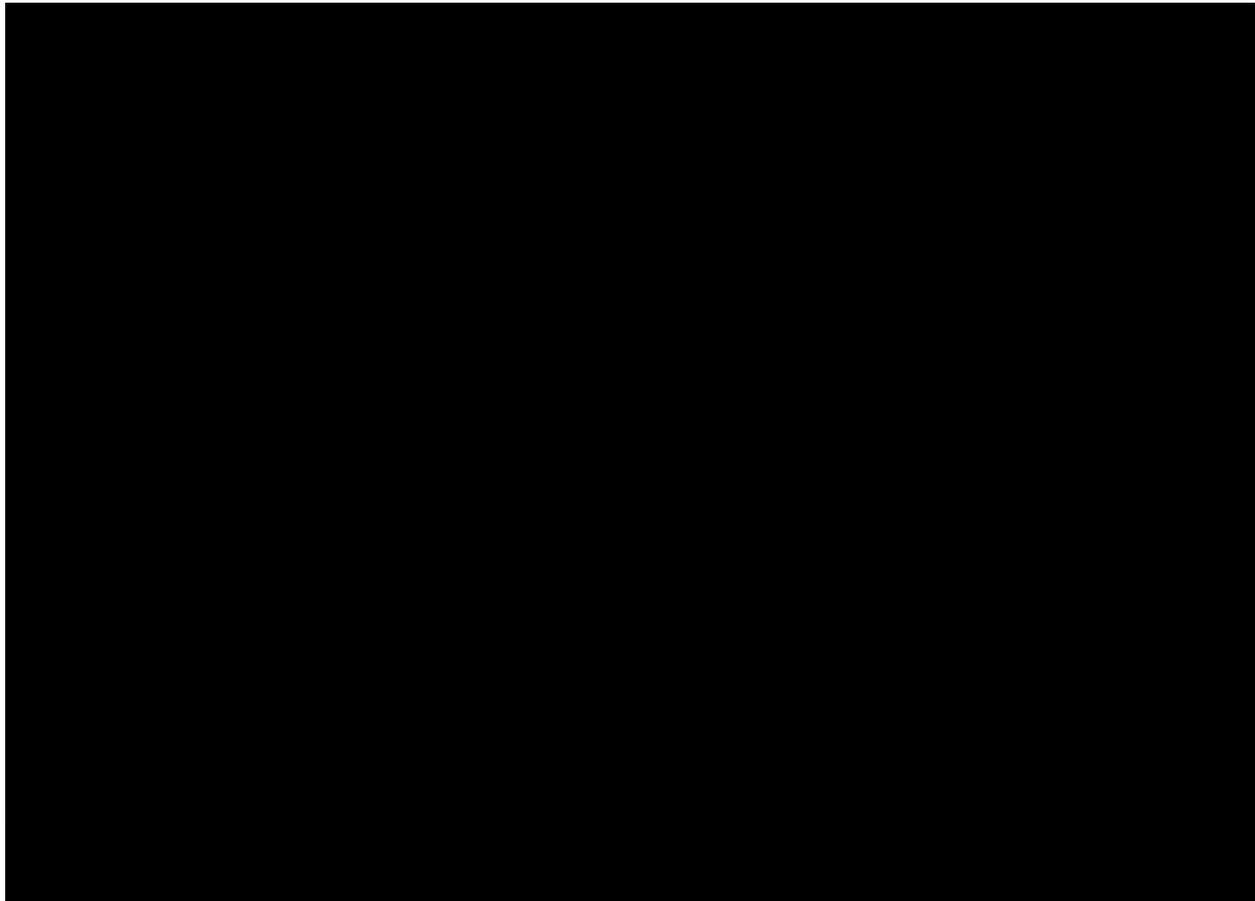
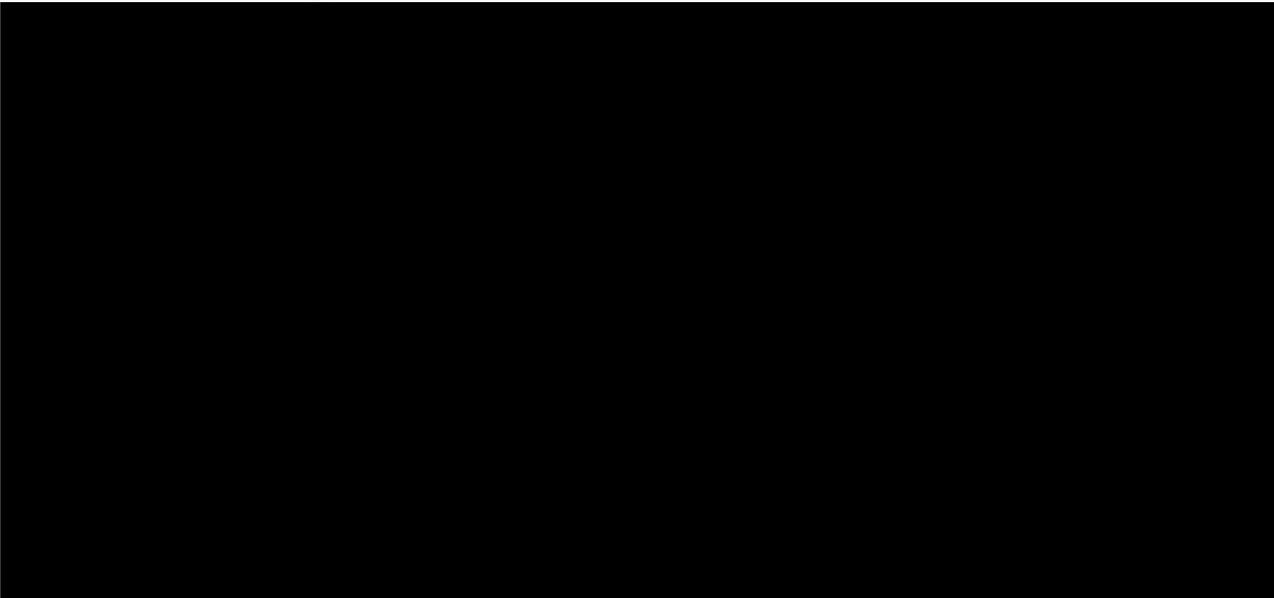
[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668





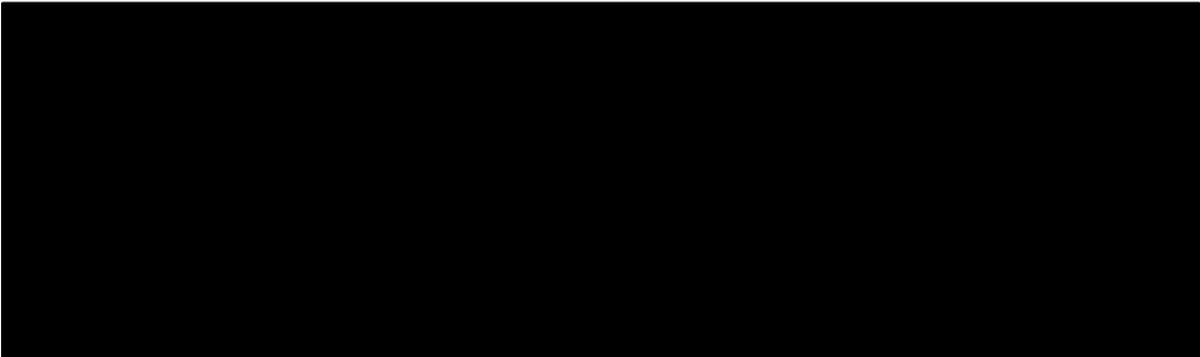
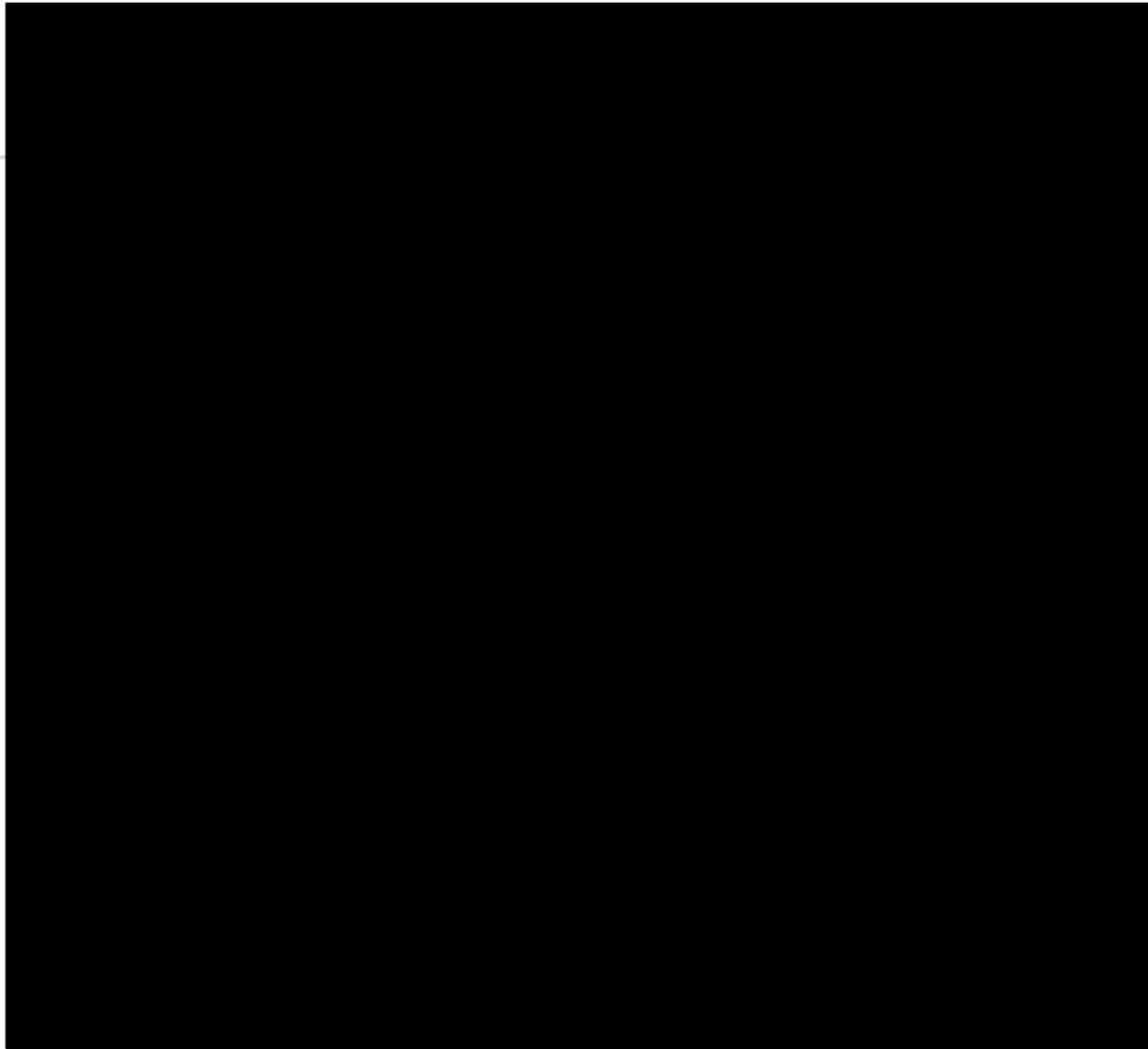
**T·BASE**  
COMMUNICATIONS

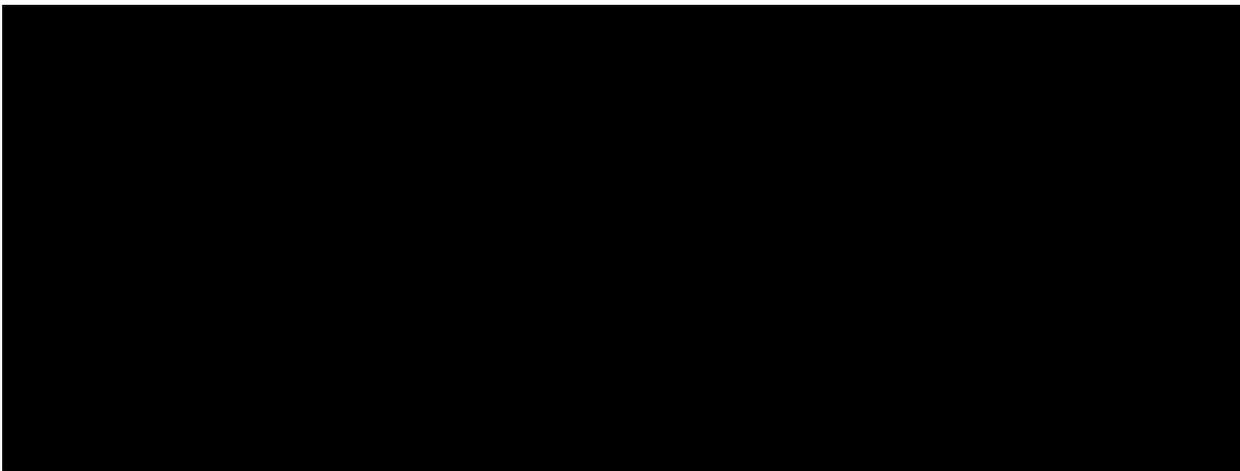
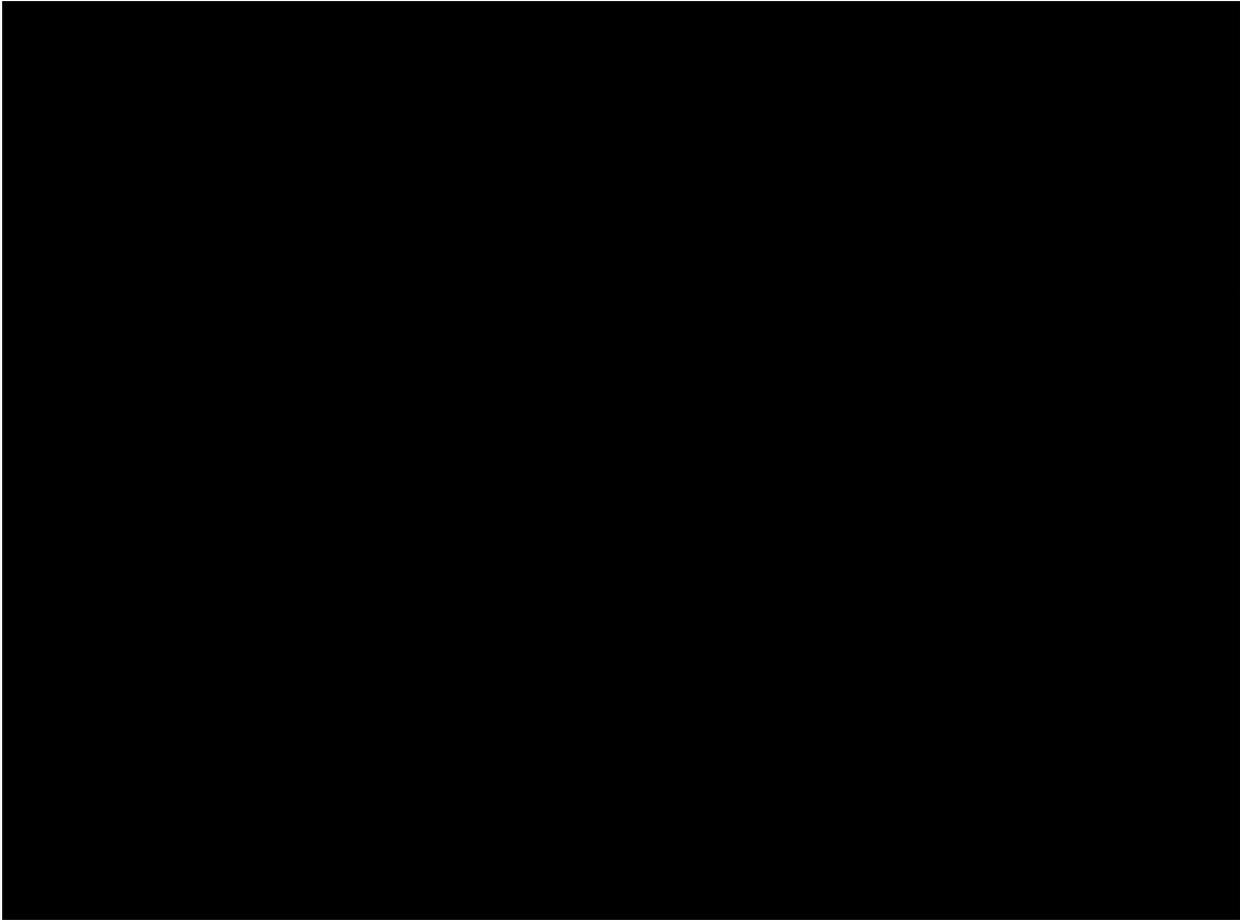
OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668

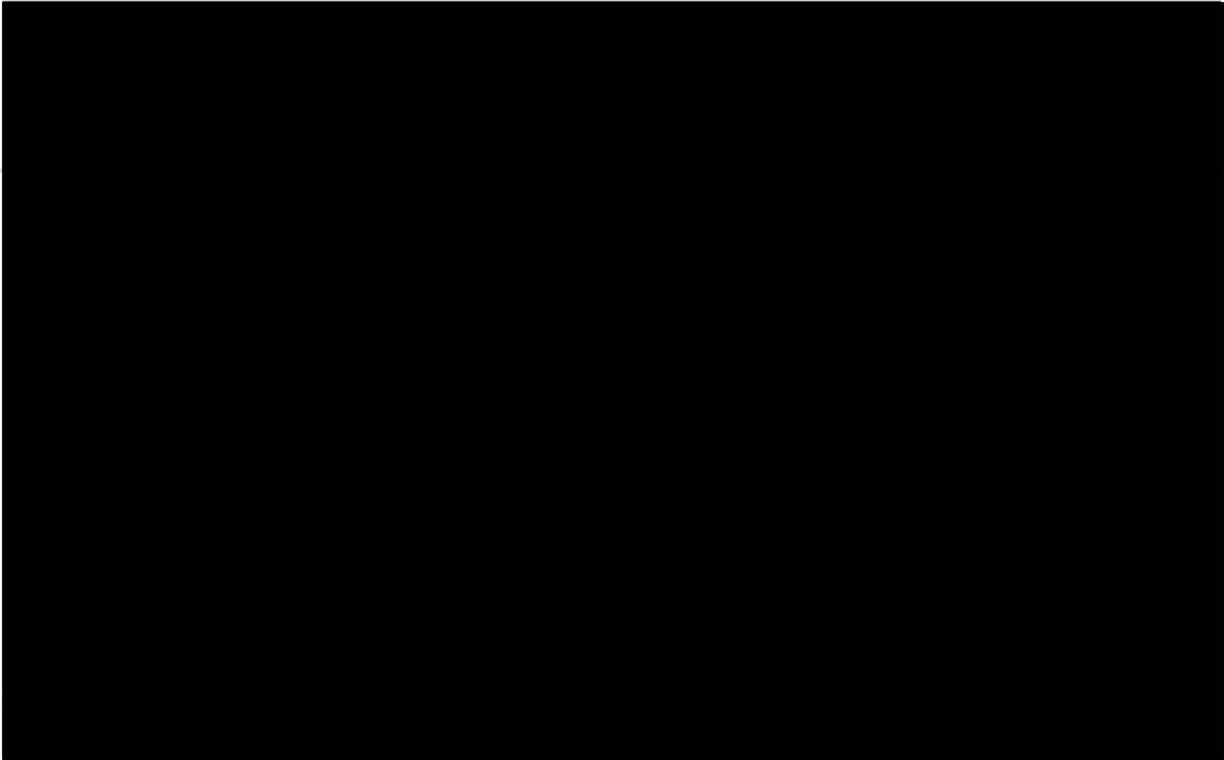






**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



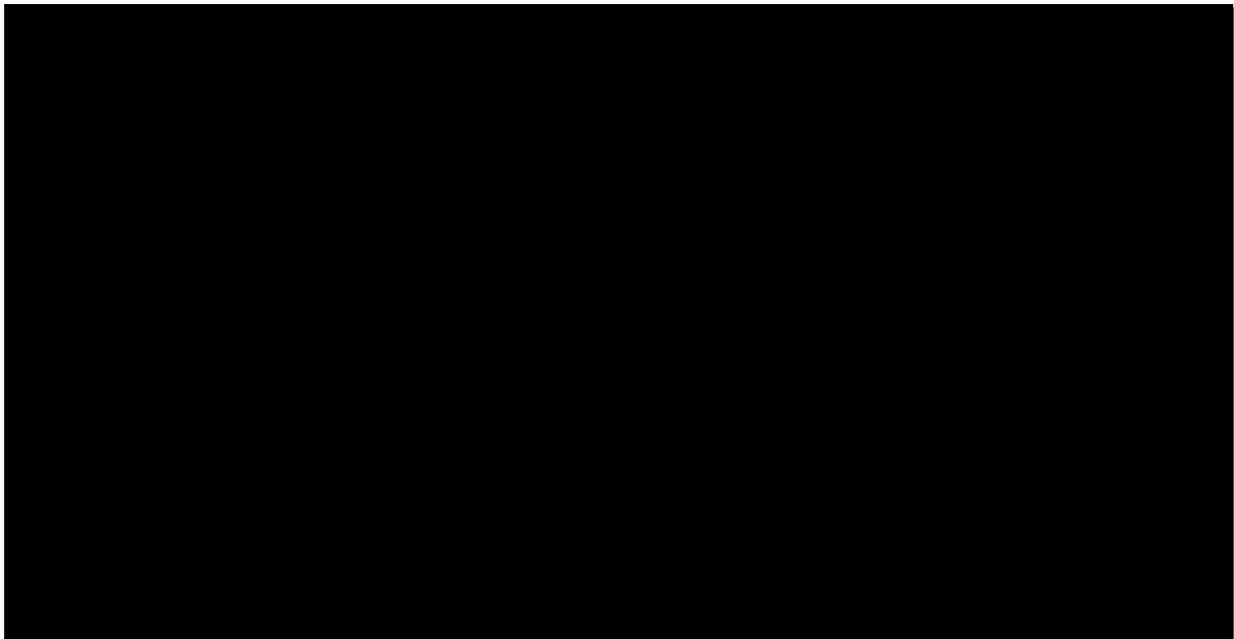
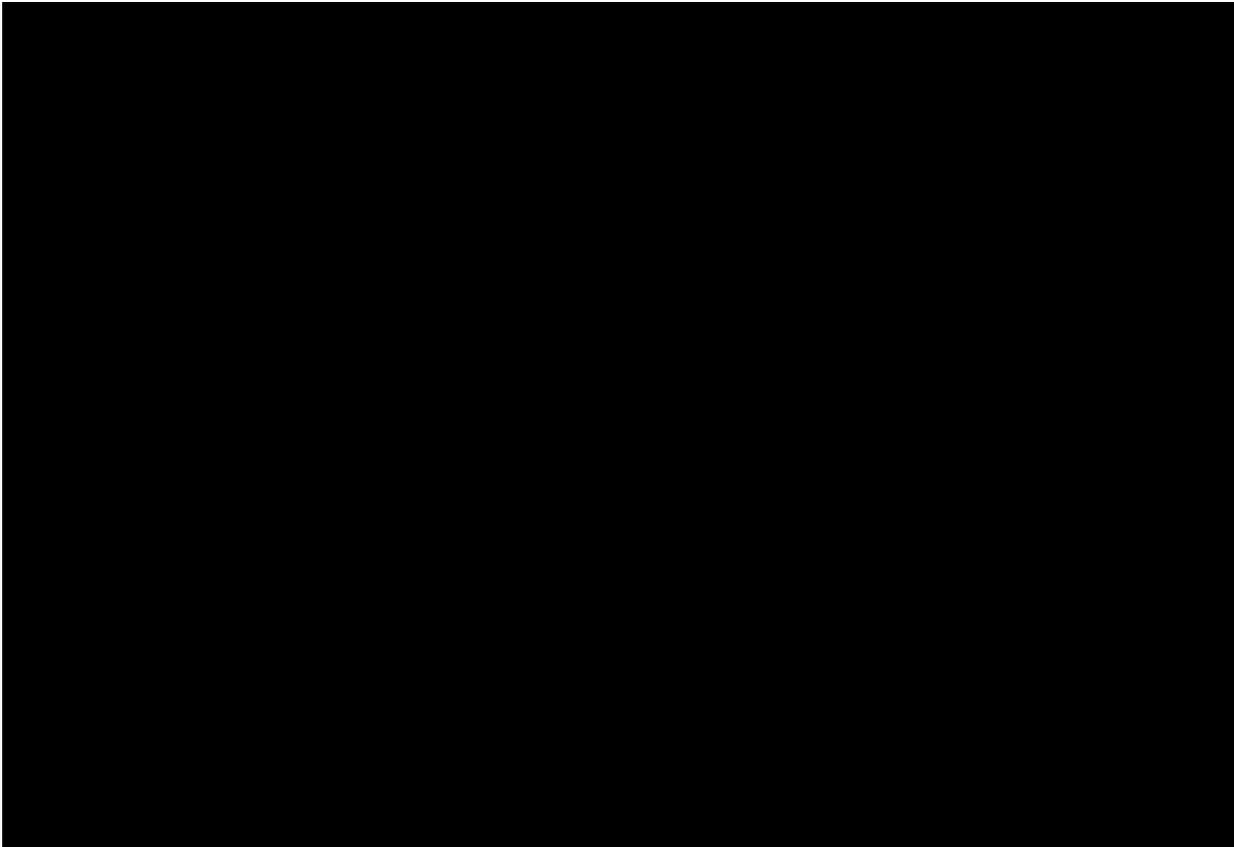
SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



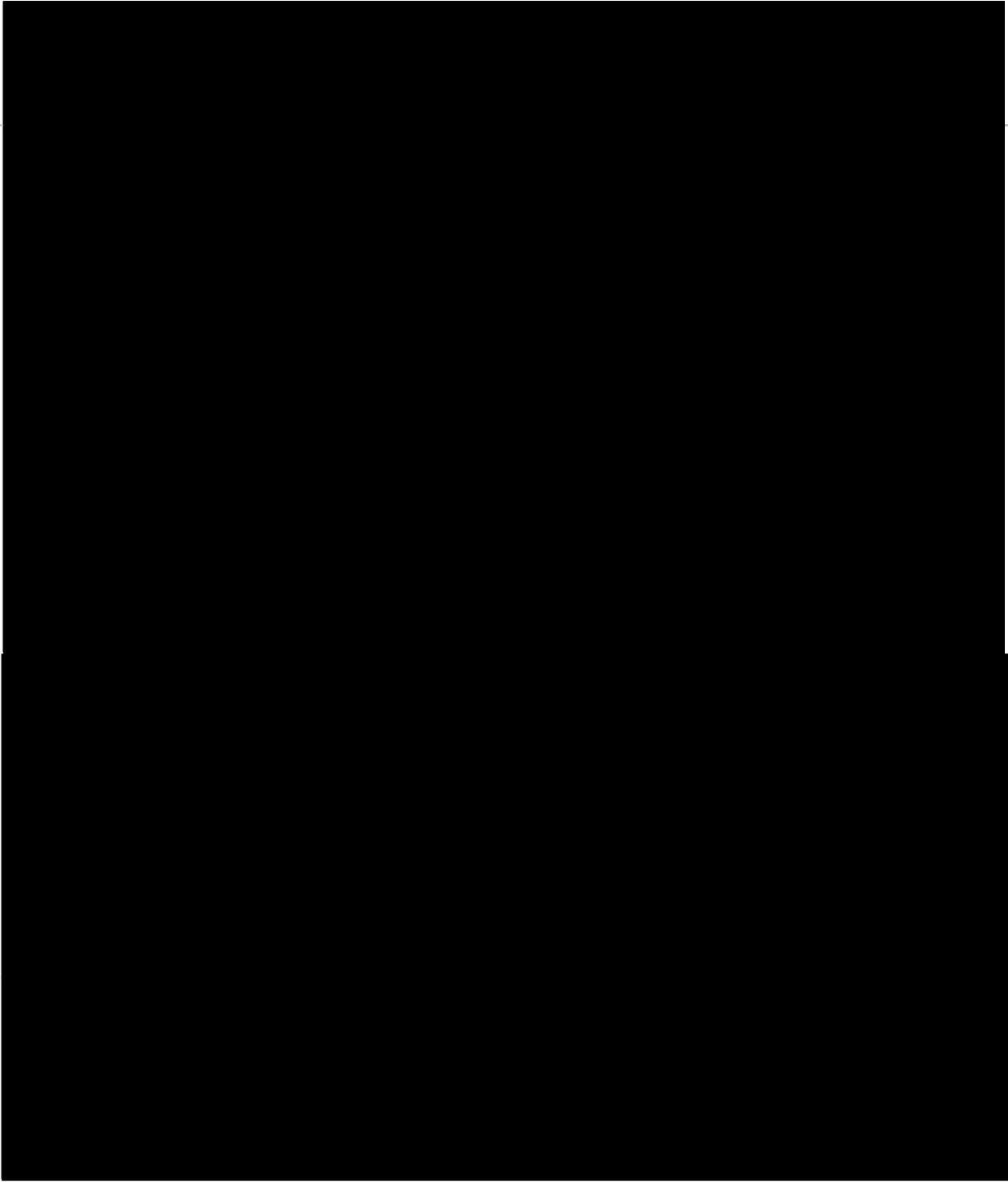
**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

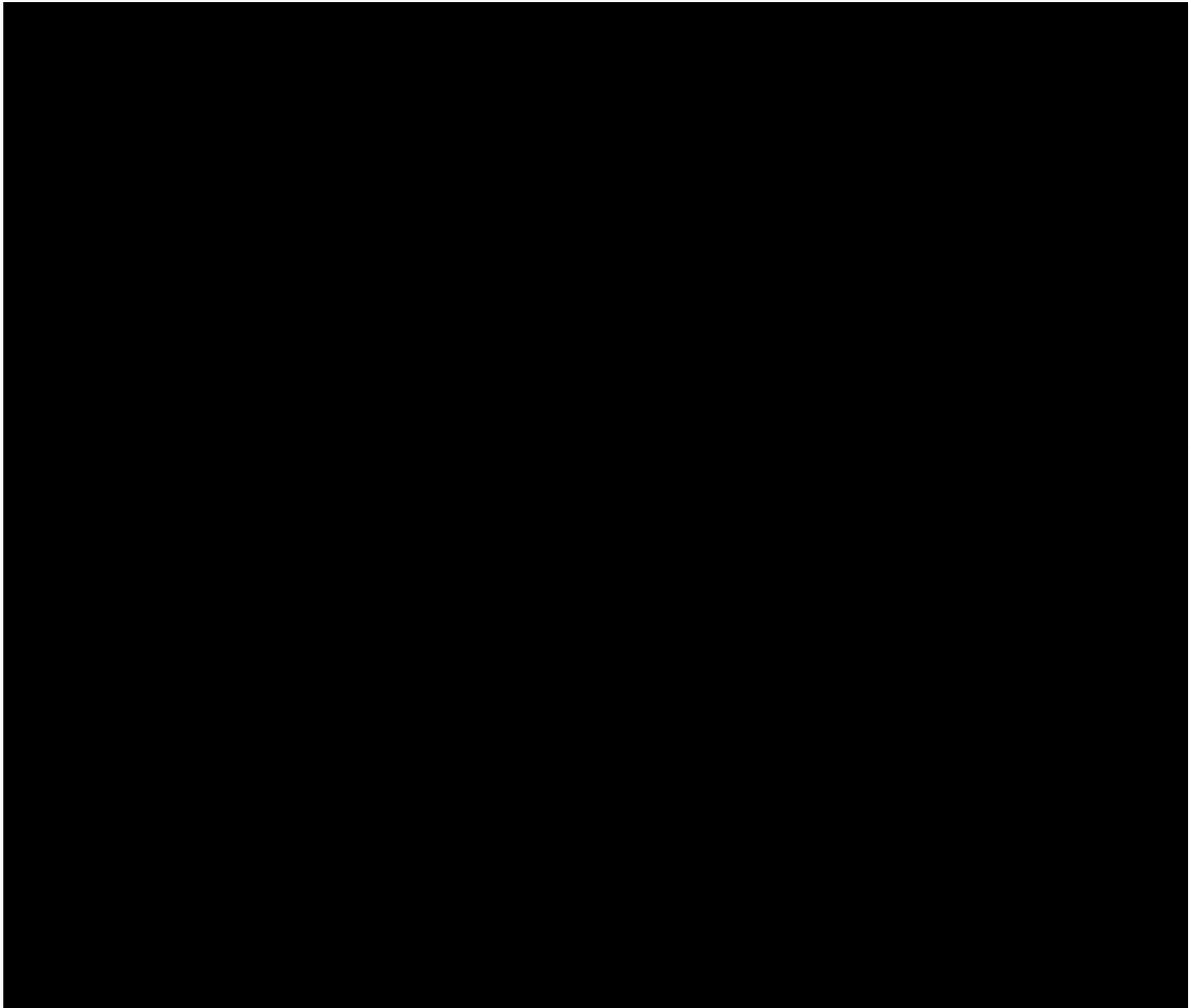
[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668





**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

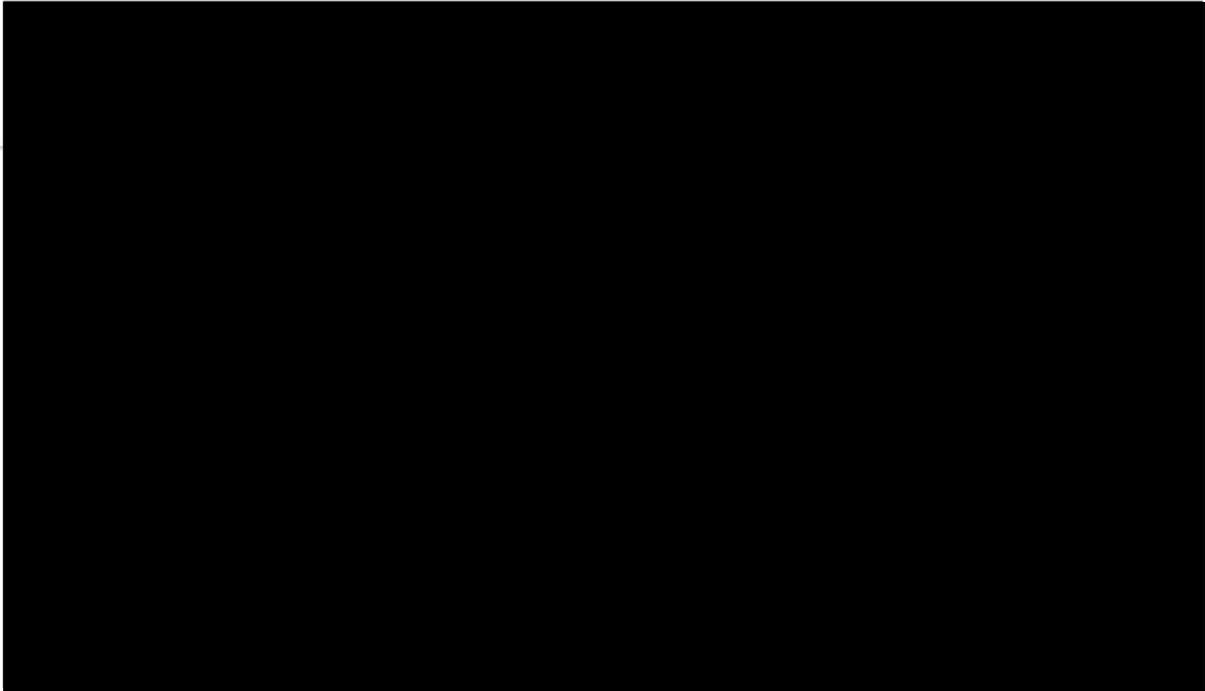


SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[Info@tbase.com](mailto:Info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



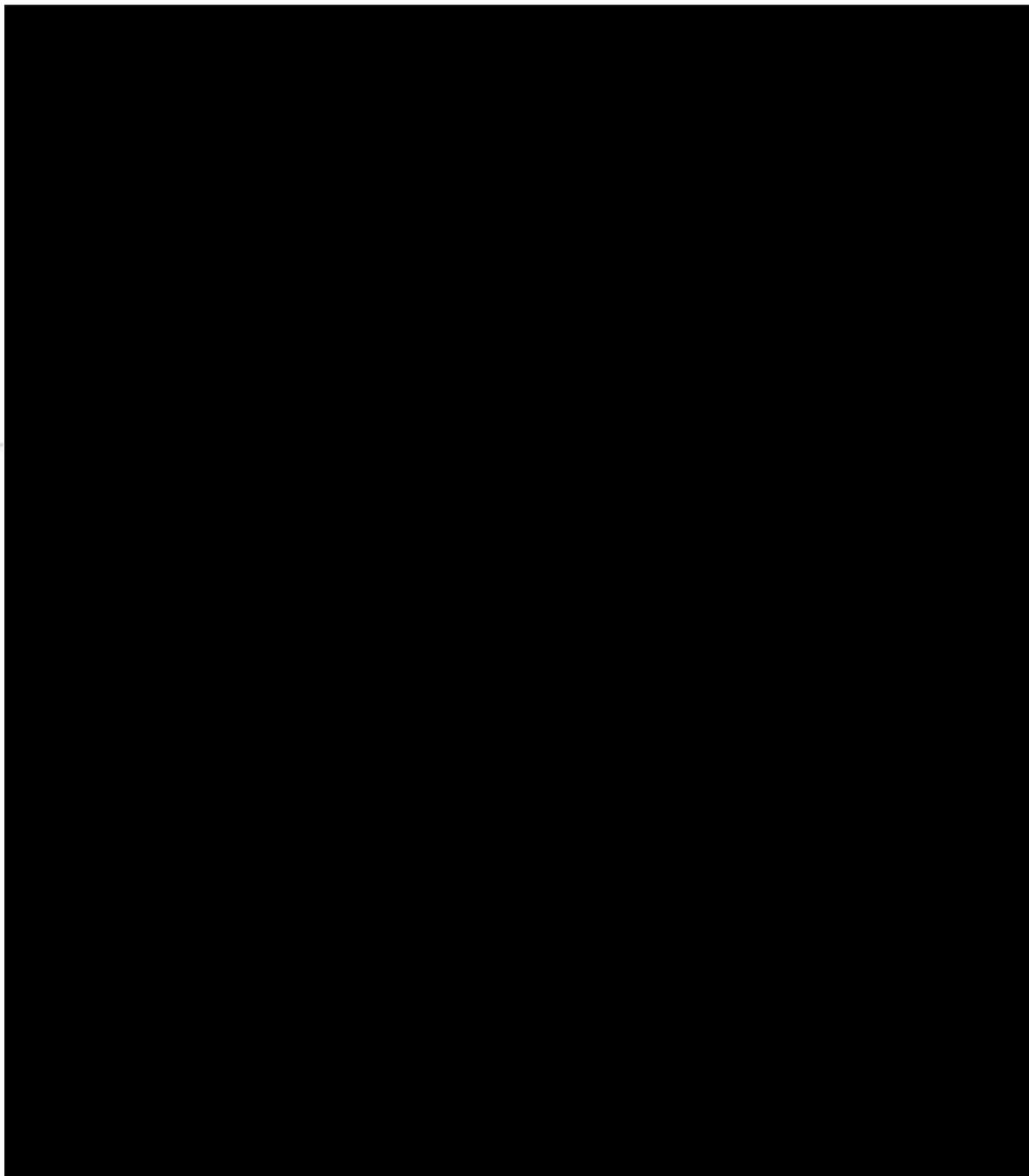
OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668

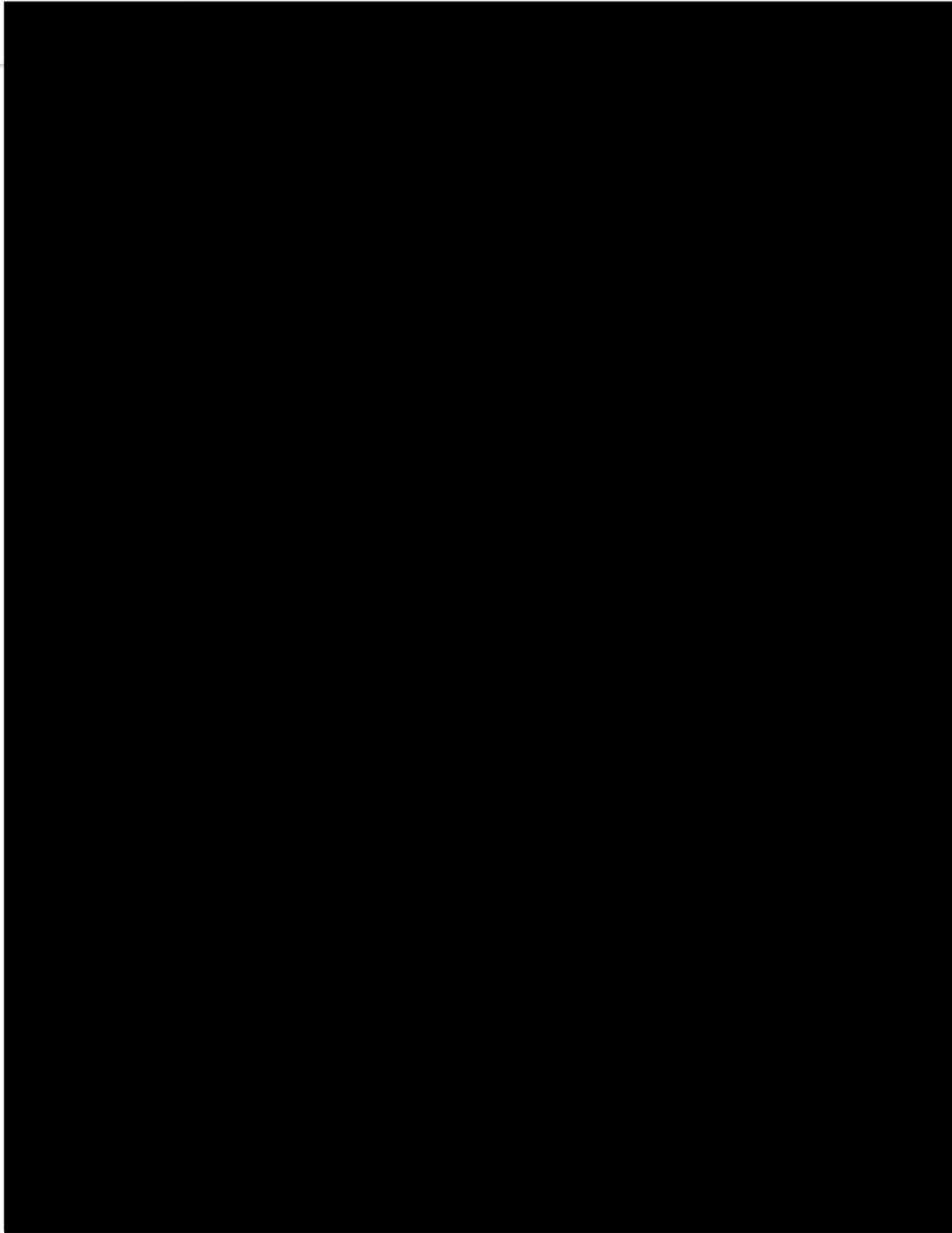
## Appendix One – Insurance





**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

## Appendix Two – Statements of Qualifications

On the following pages, we have provided the Statement of Qualifications for the resources who will be assigned to this project for Monroe Community College.

SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

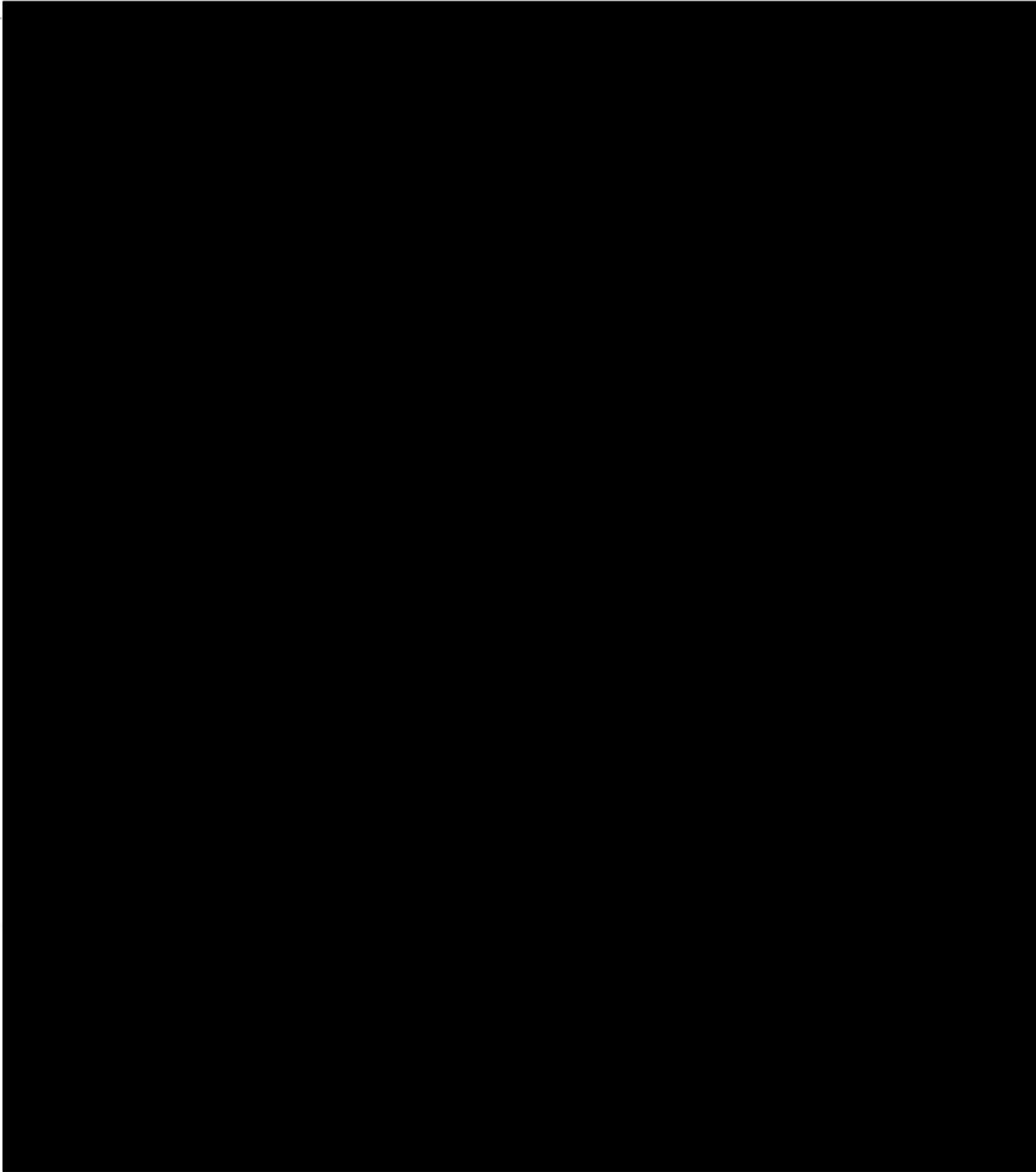
[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

## Statement of Qualifications



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

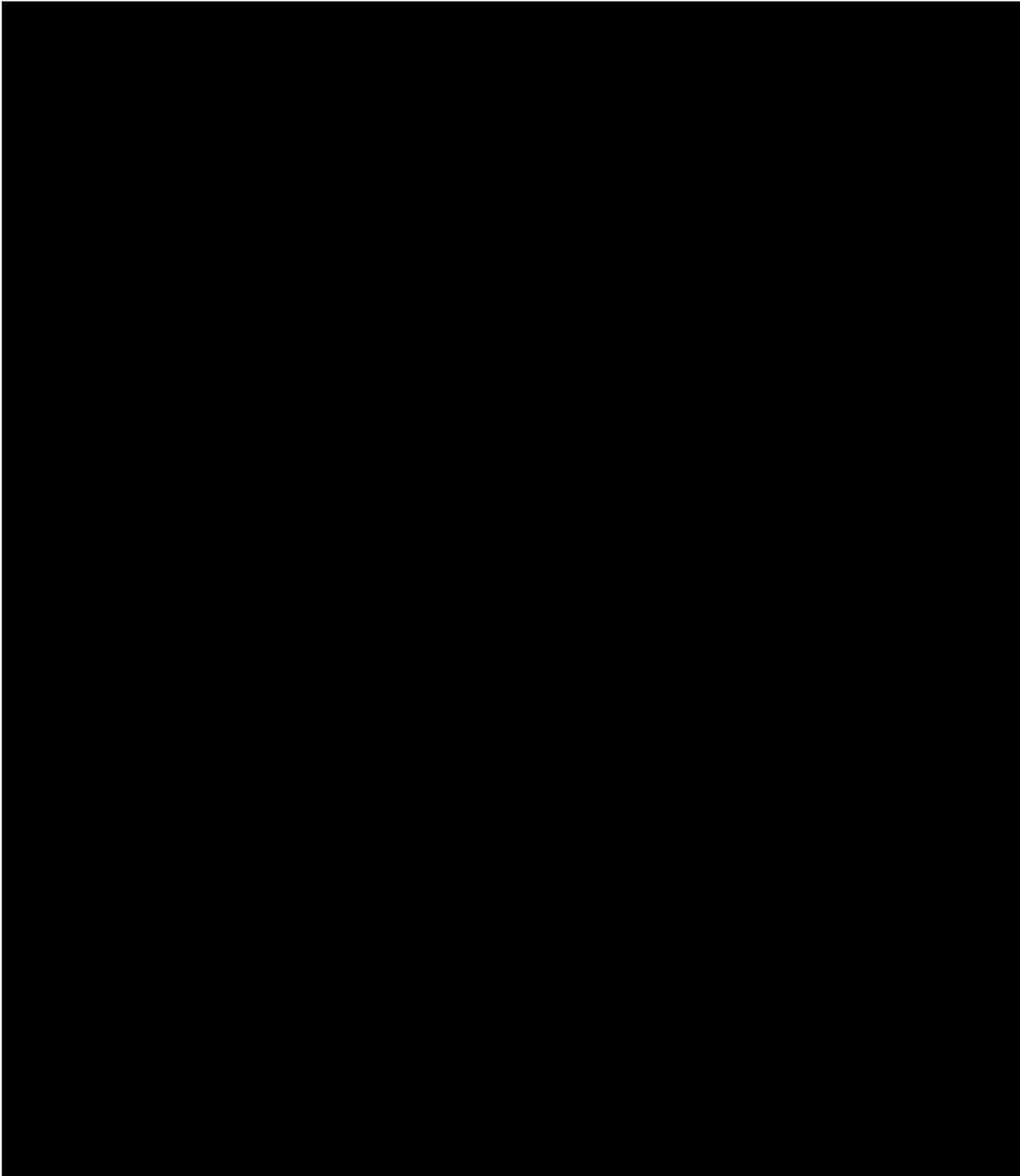
info@tbase.com | www.tbase.com | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

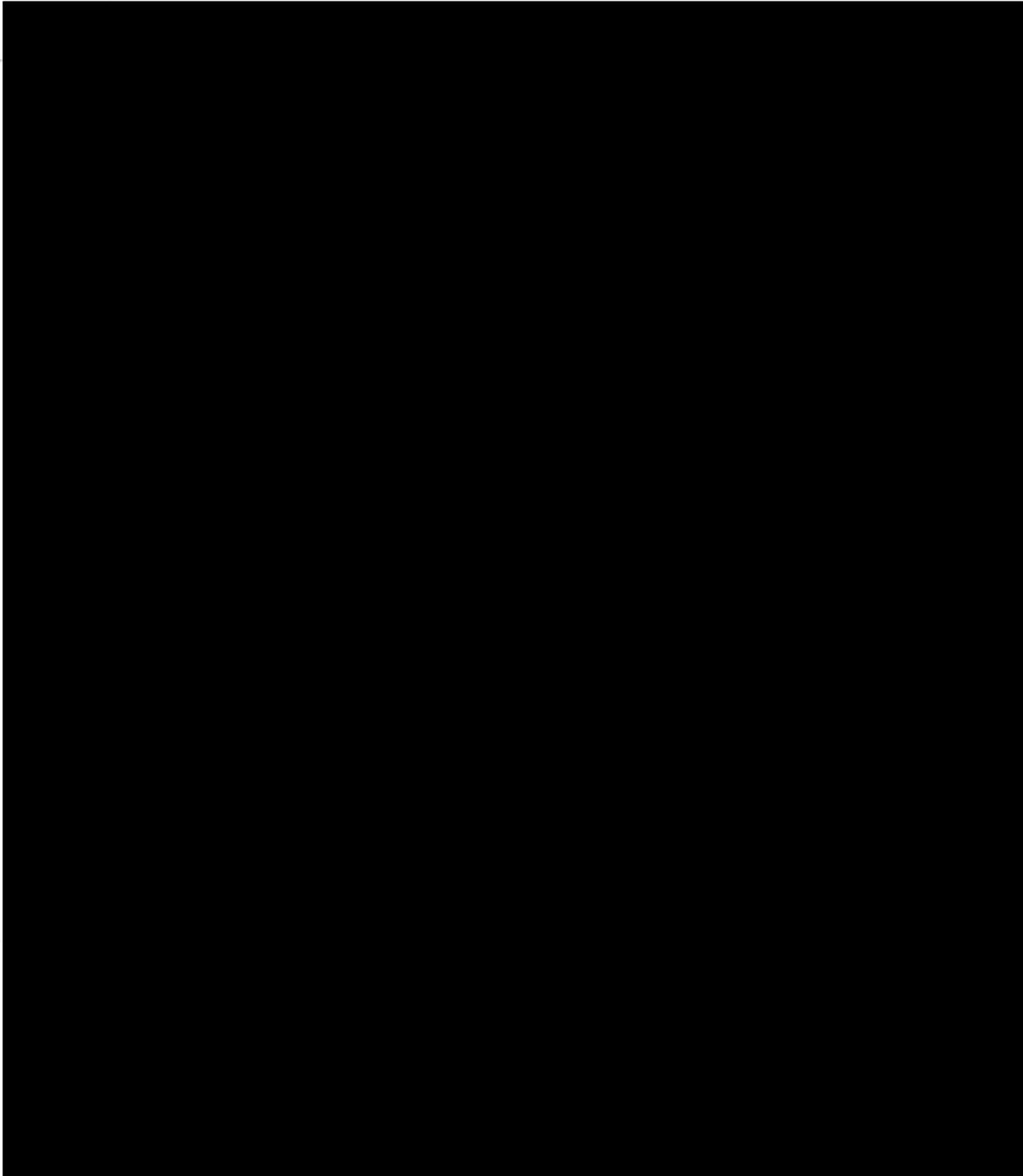
## Statement of Qualifications



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668

## Statement of Qualifications



## Statement of Qualifications

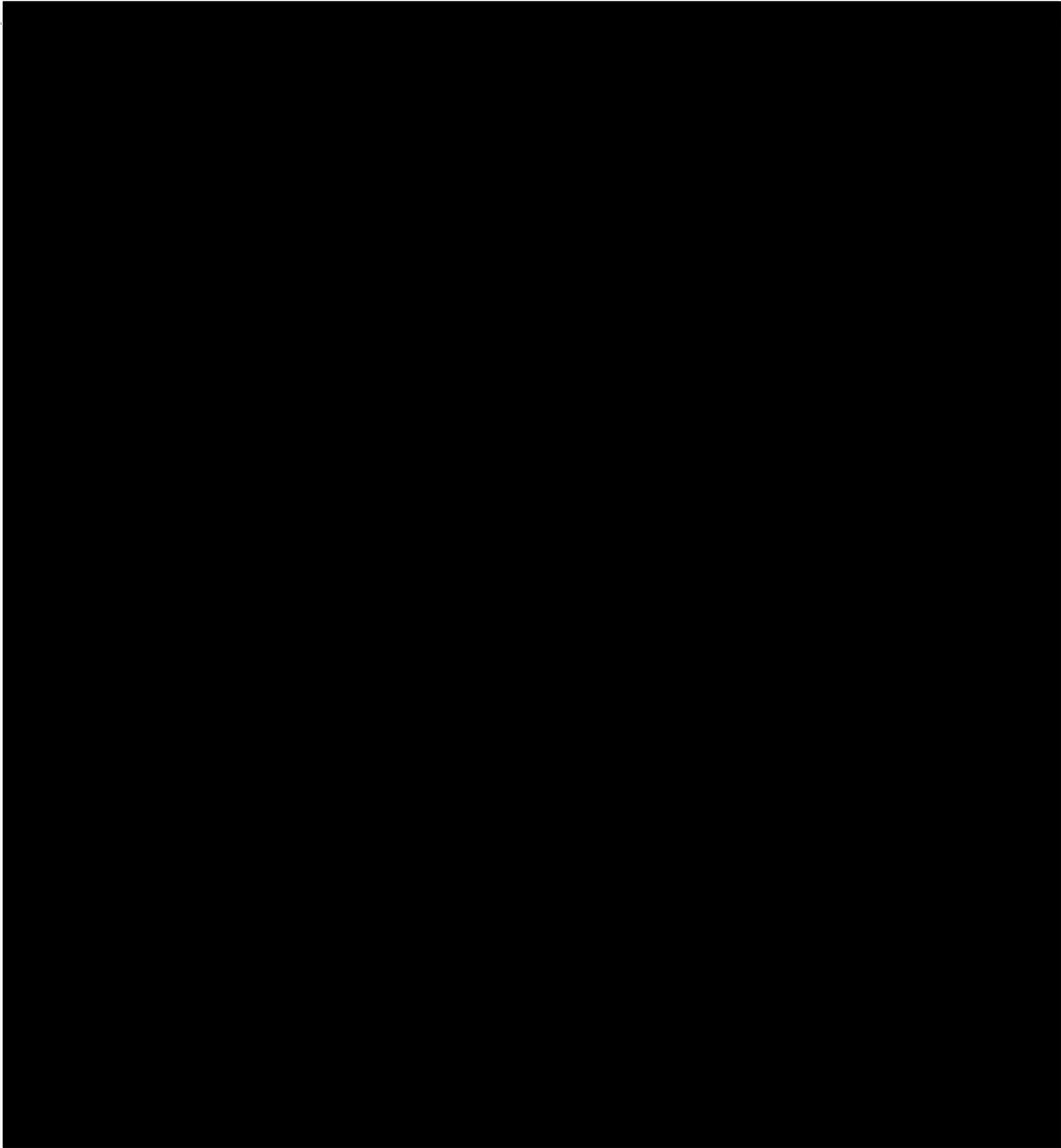




**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

## Statement of Qualifications



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

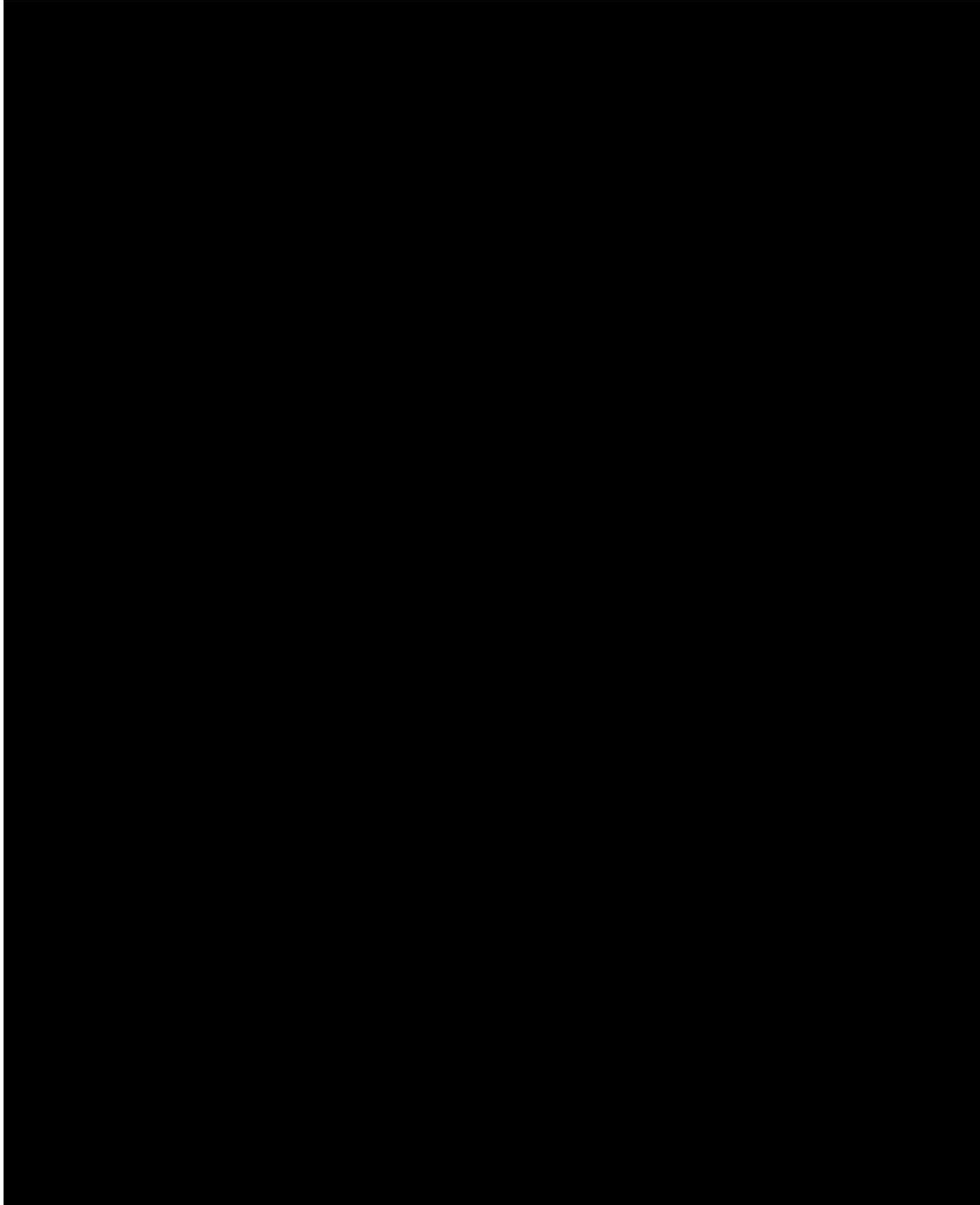
[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

## Appendix Three – Sample T-Base Invoice

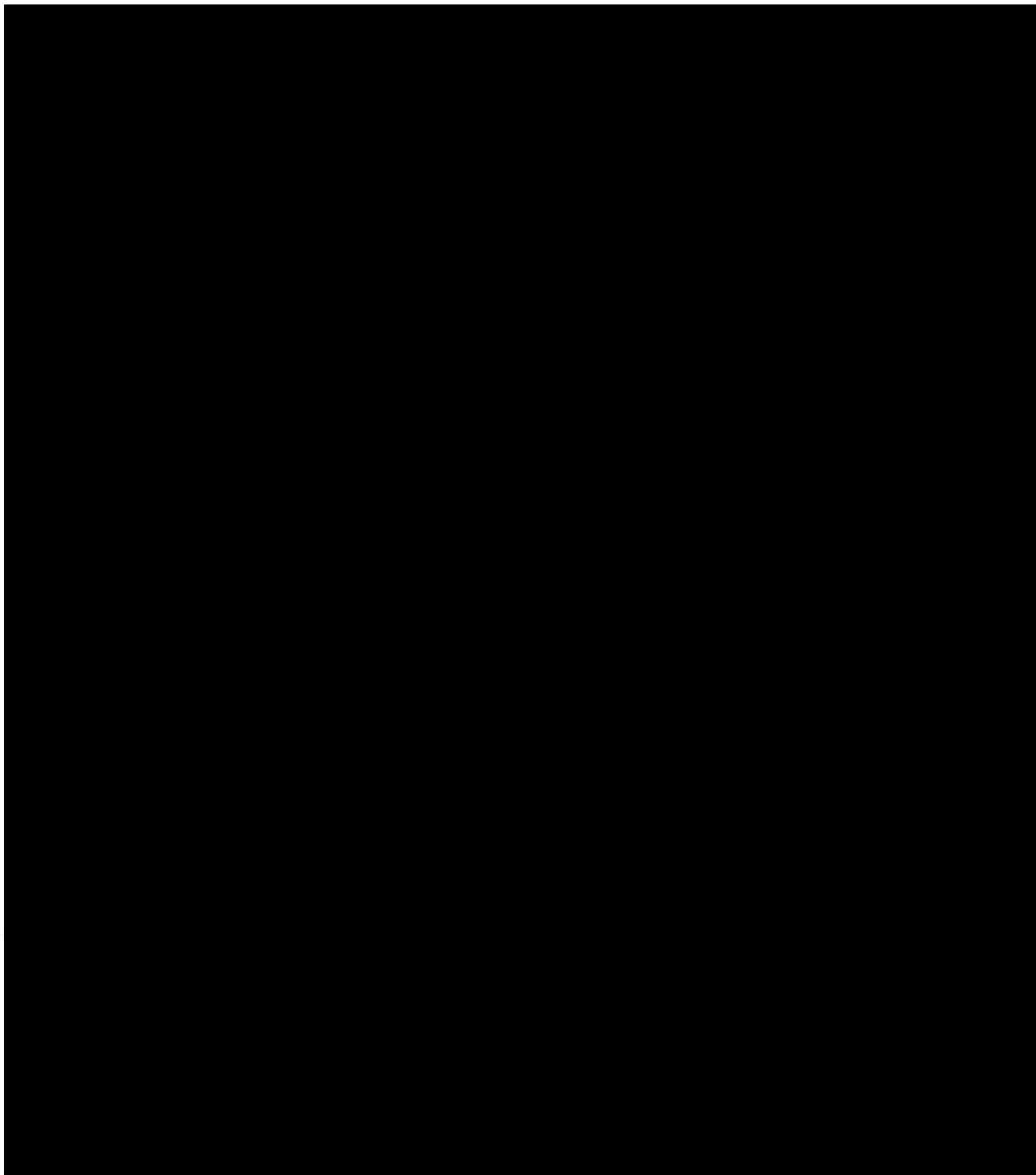


SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

[info@tbase.com](mailto:info@tbase.com) | [www.tbase.com](http://www.tbase.com) | Toll-free: 1-800-563-0668



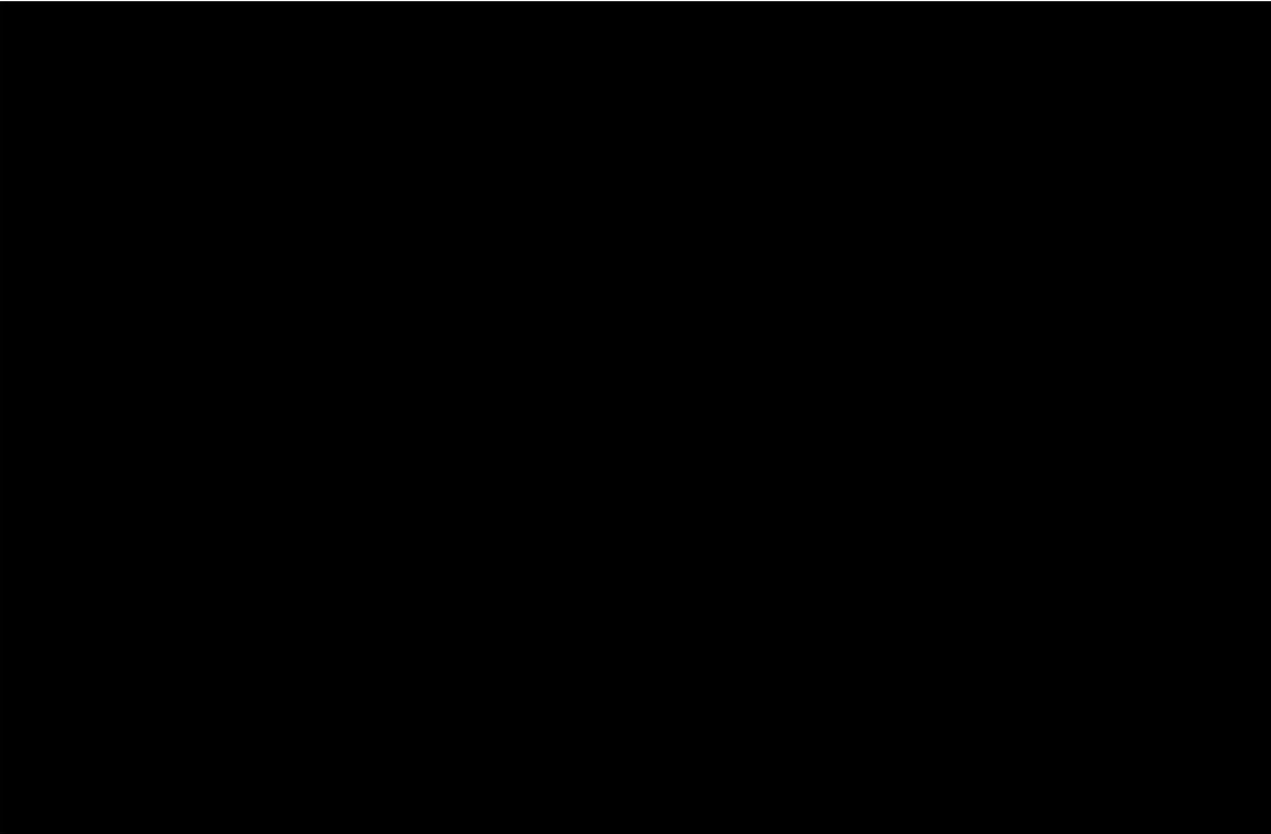
**T·BASE**  
COMMUNICATIONS



SIMPLIFYING ACCESSIBLE COMMUNICATIONS.™

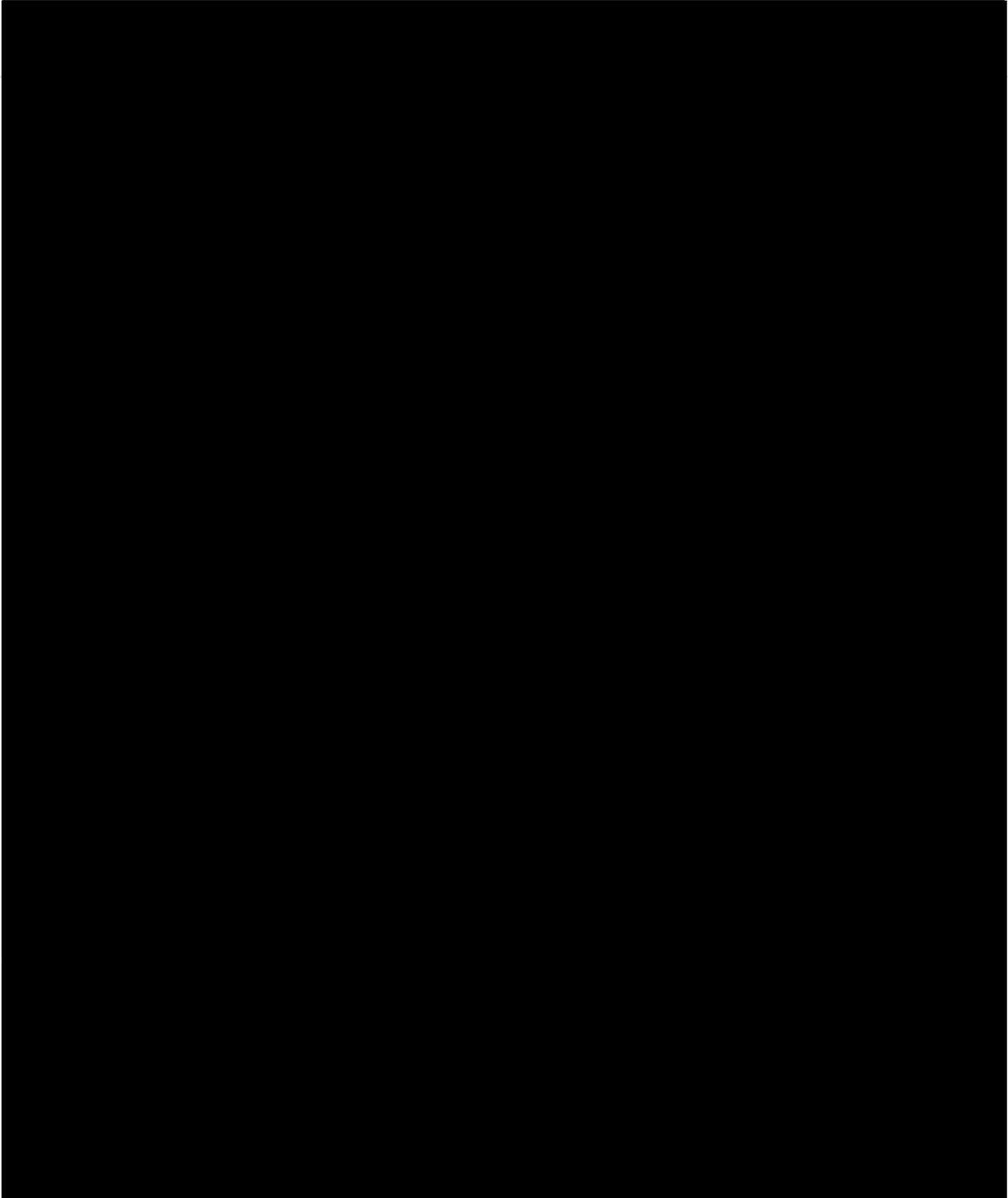


OTTAWA, ON | OGDENSBURG, NY



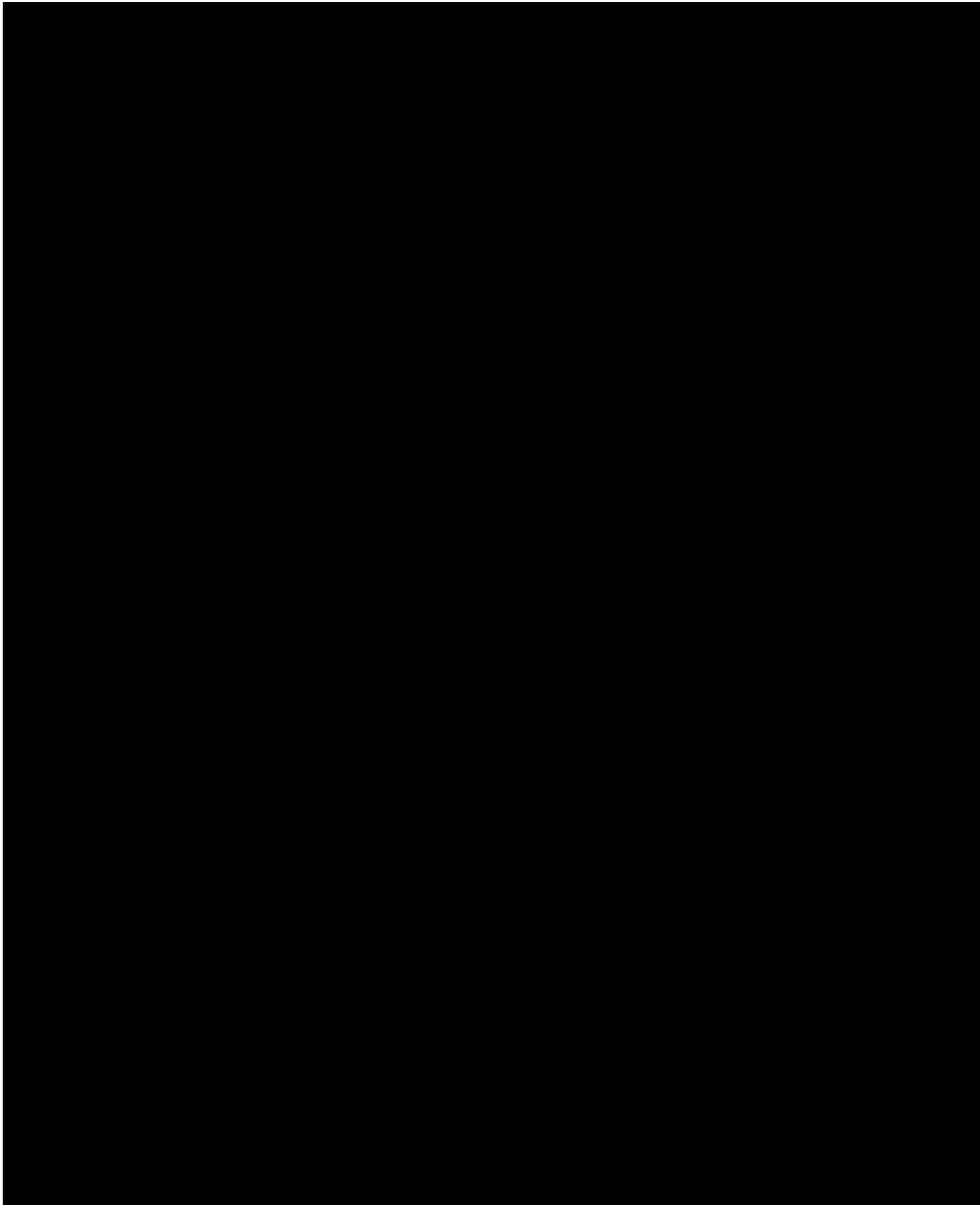


OTTAWA, ON | OGDENSBURG, NY





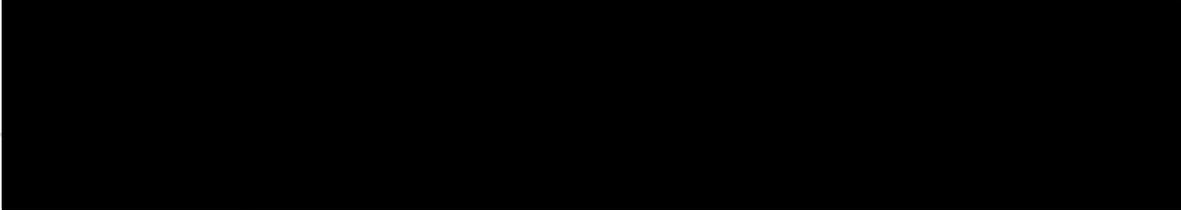
OTTAWA, ON | OGDENSBURG, NY

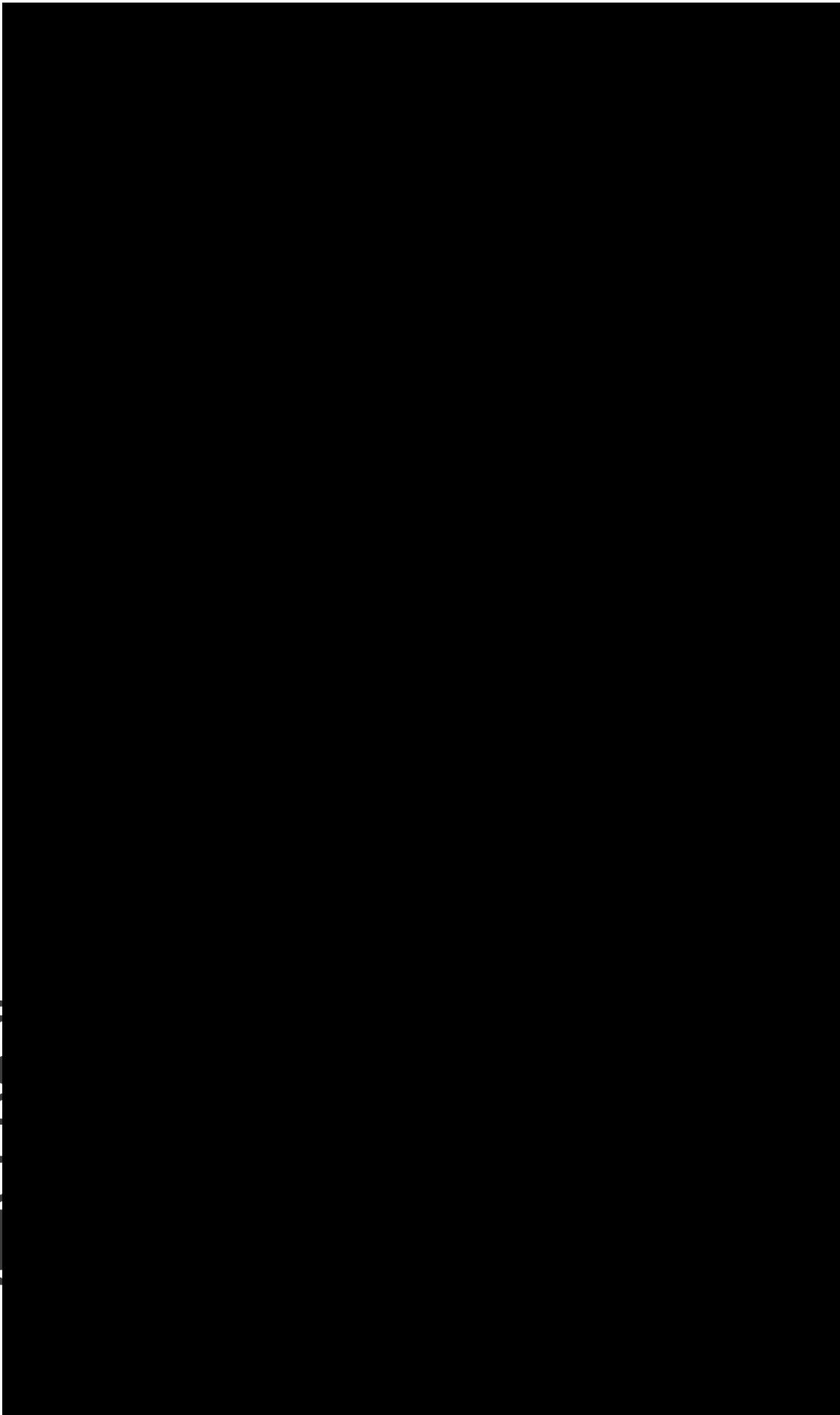


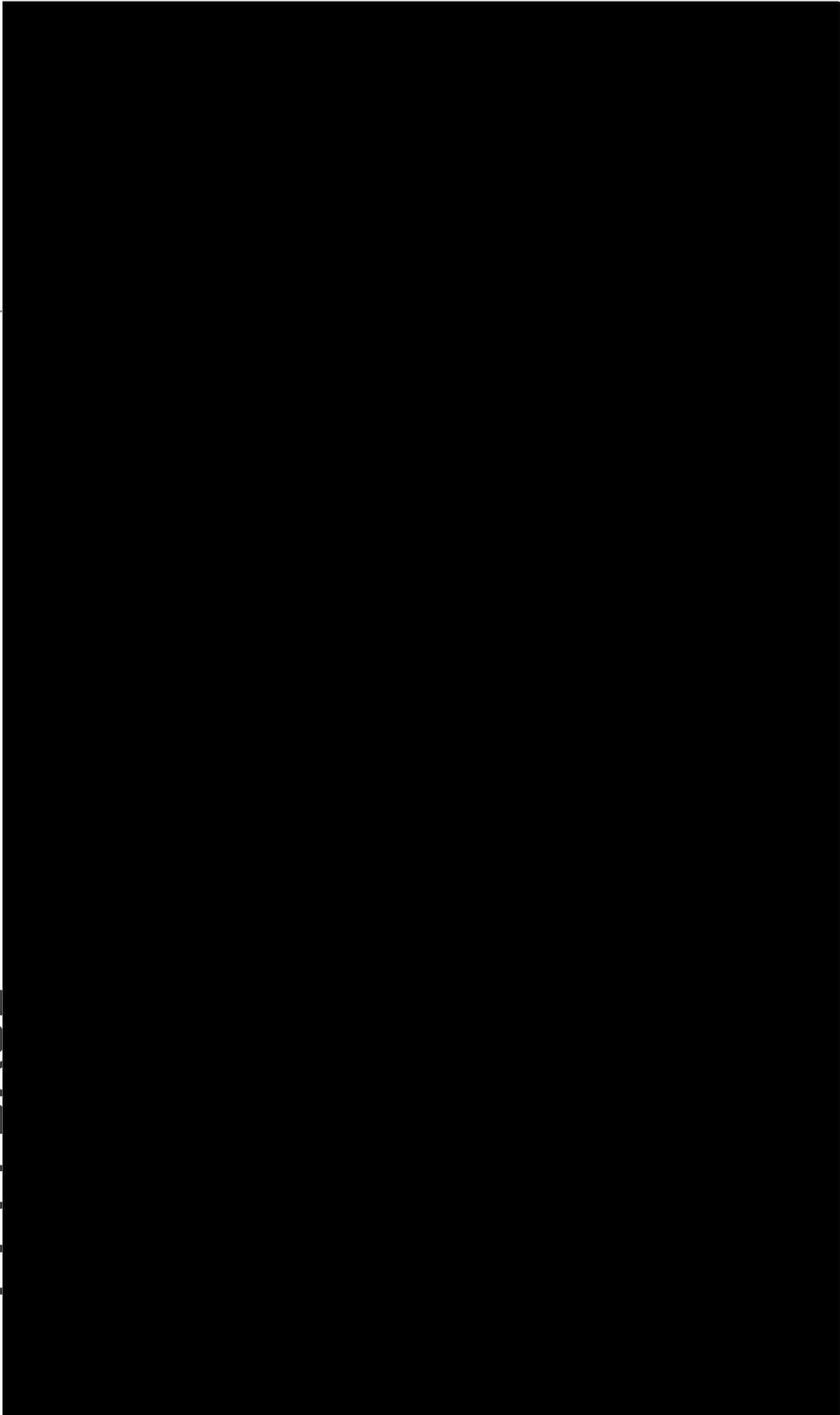


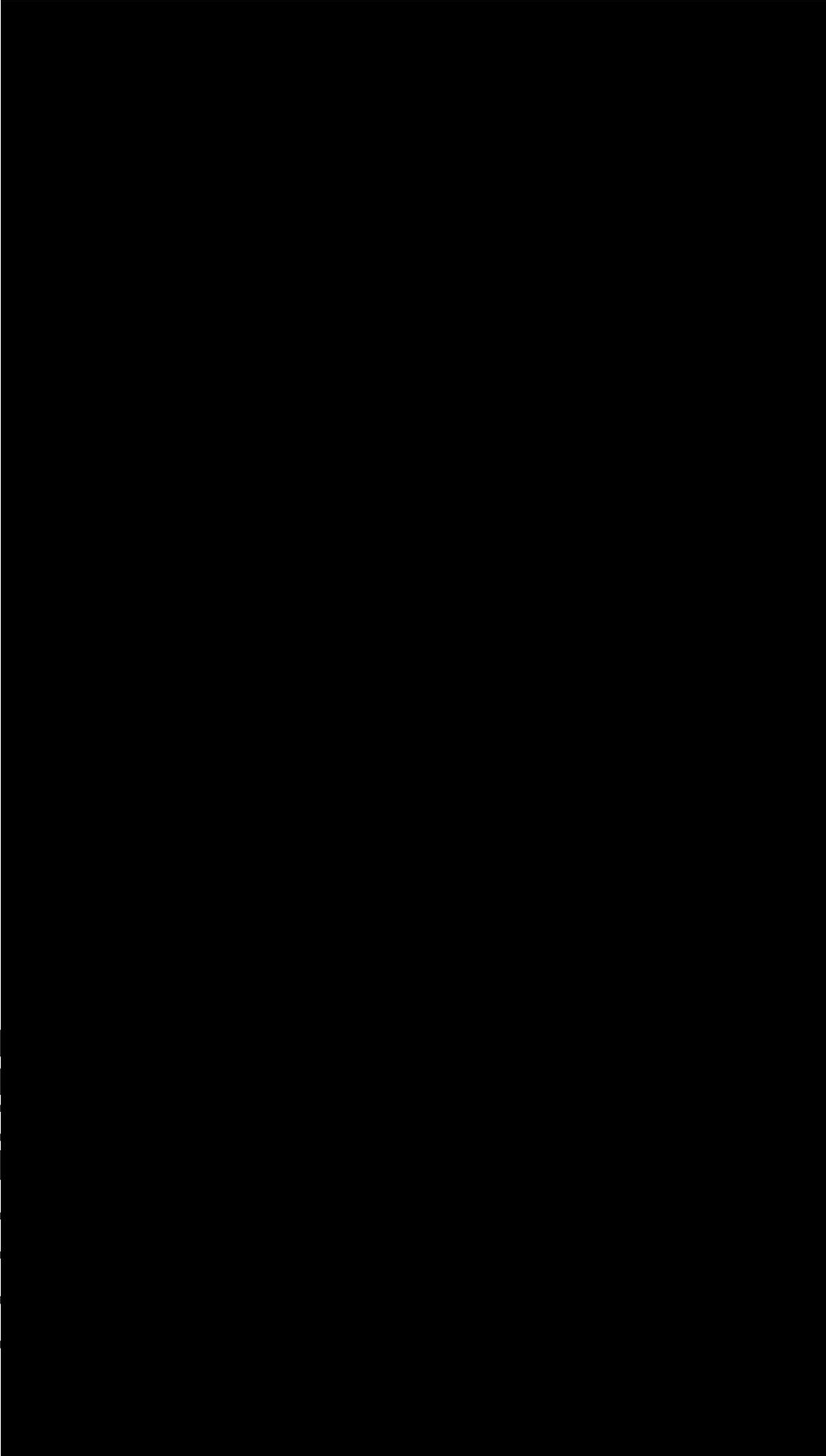
**T·BASE**  
COMMUNICATIONS

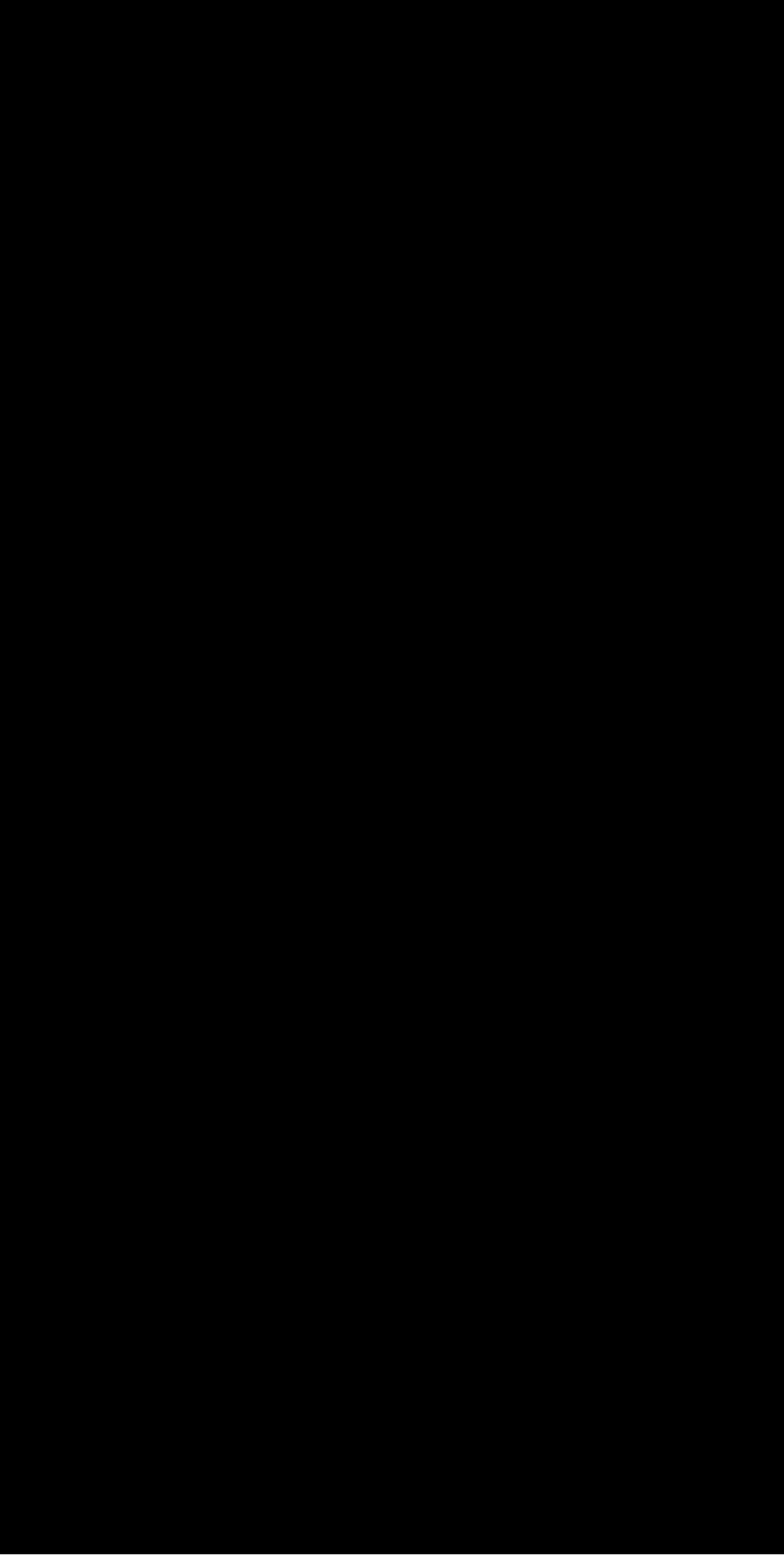
OTTAWA, ON | OGDENSBURG, NY





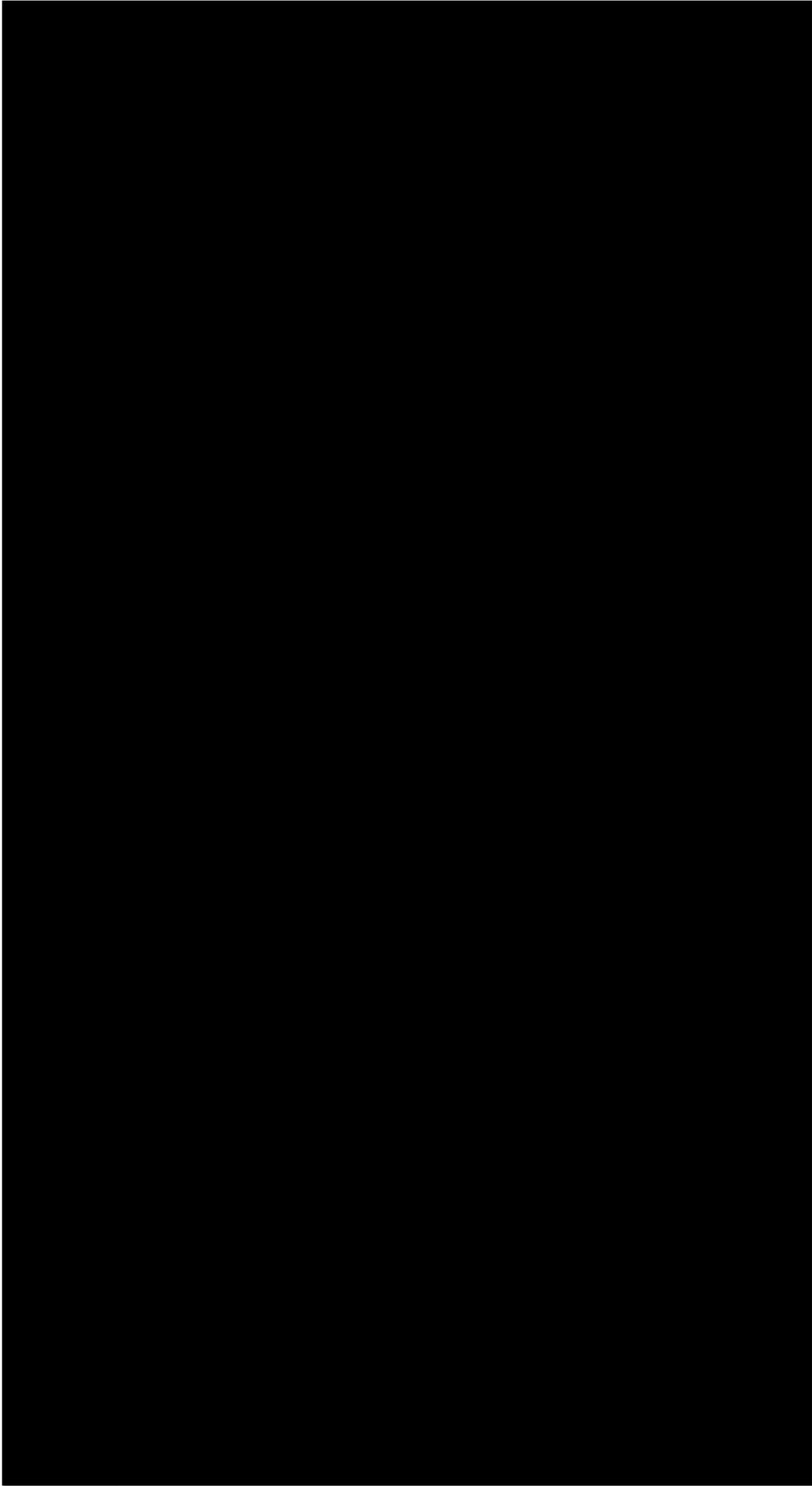






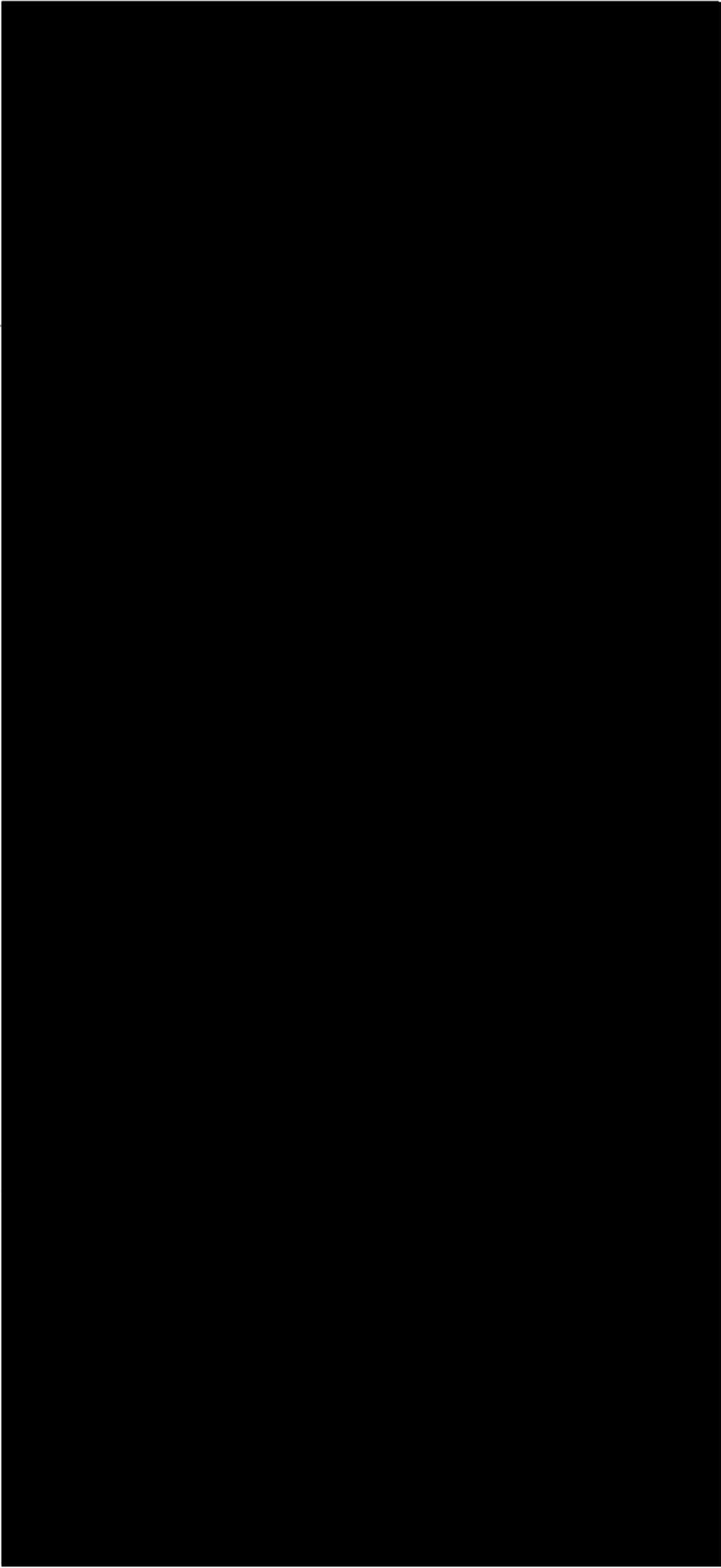


OTTAWA, ON | OGDENSBURG, NY



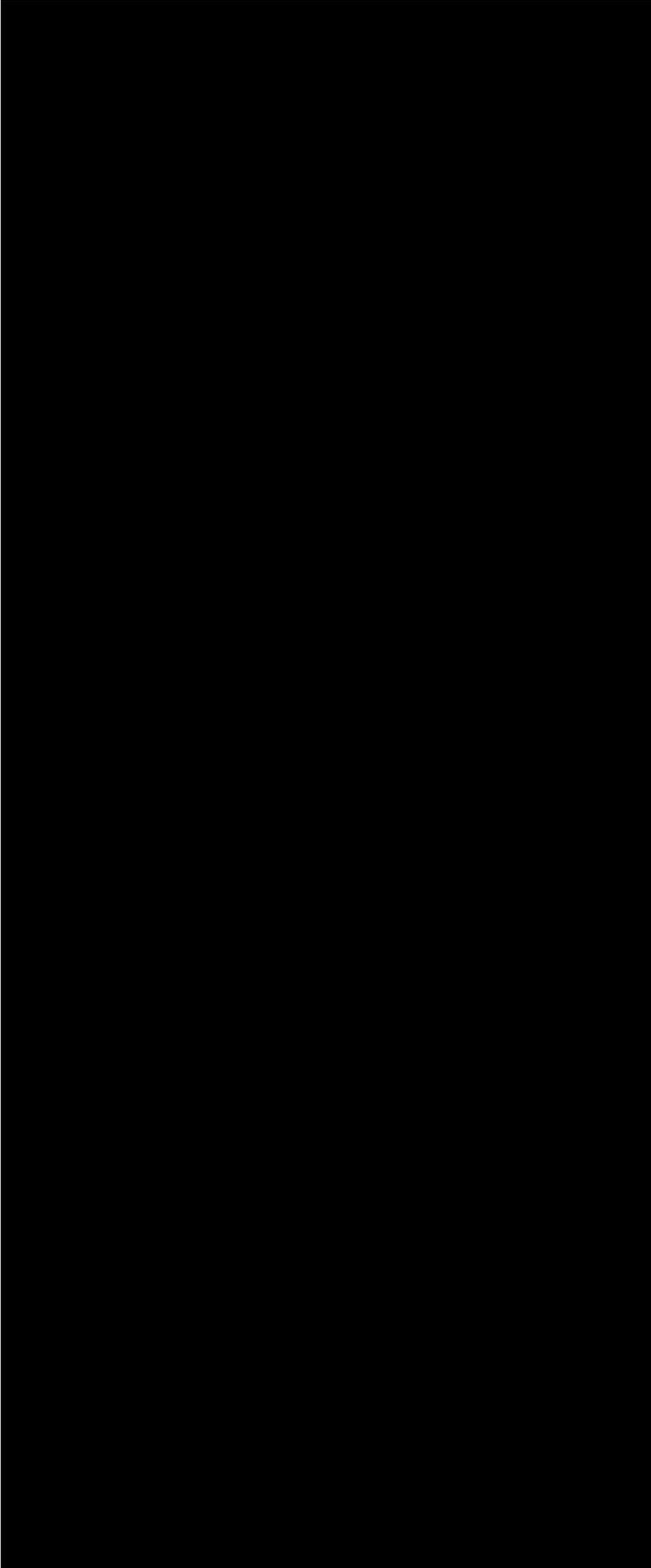


OTTAWA, ON | OGDENSBURG, NY





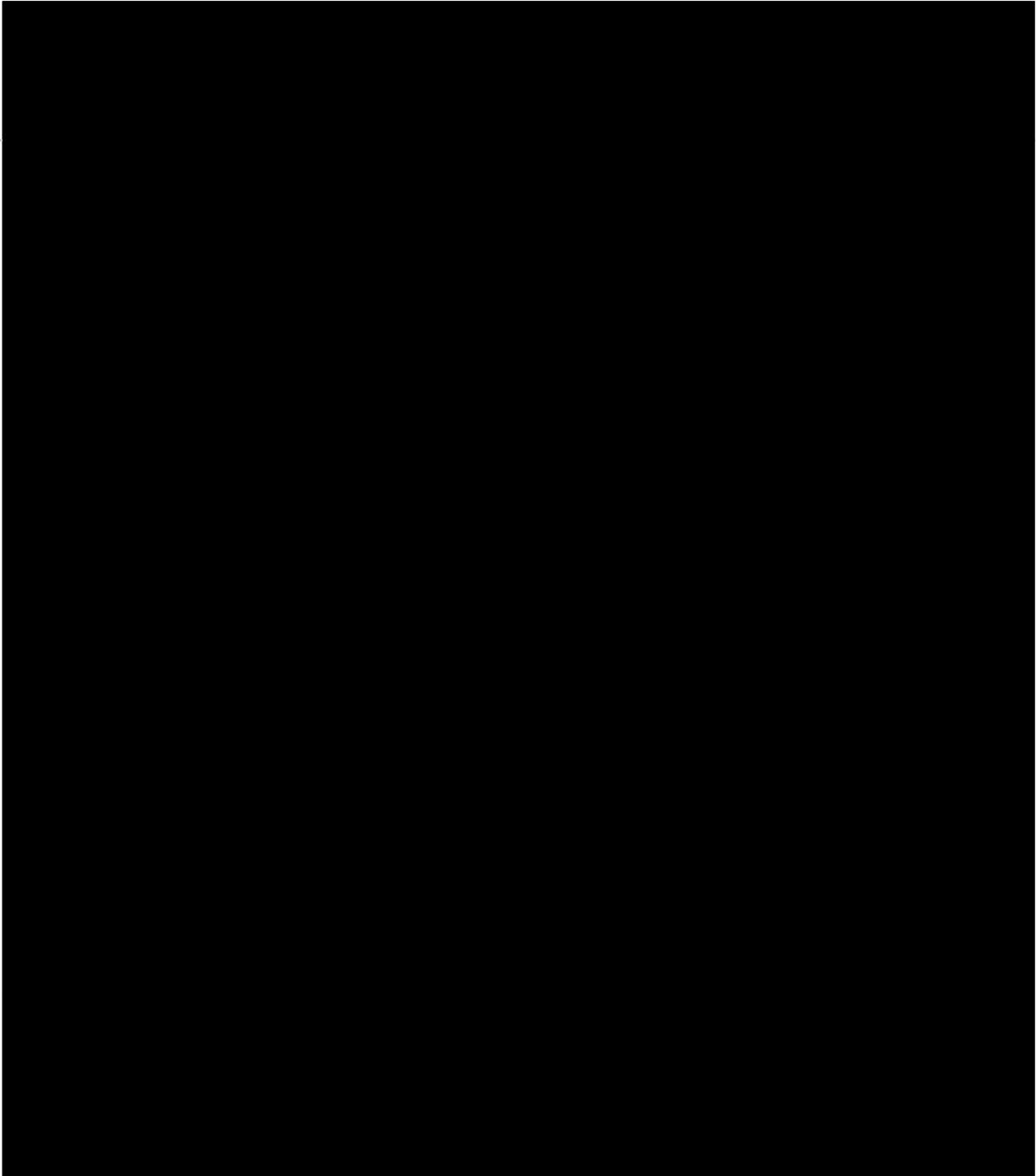
OTTAWA, ON | OGDENSBURG, NY





**T·BASE**  
COMMUNICATIONS

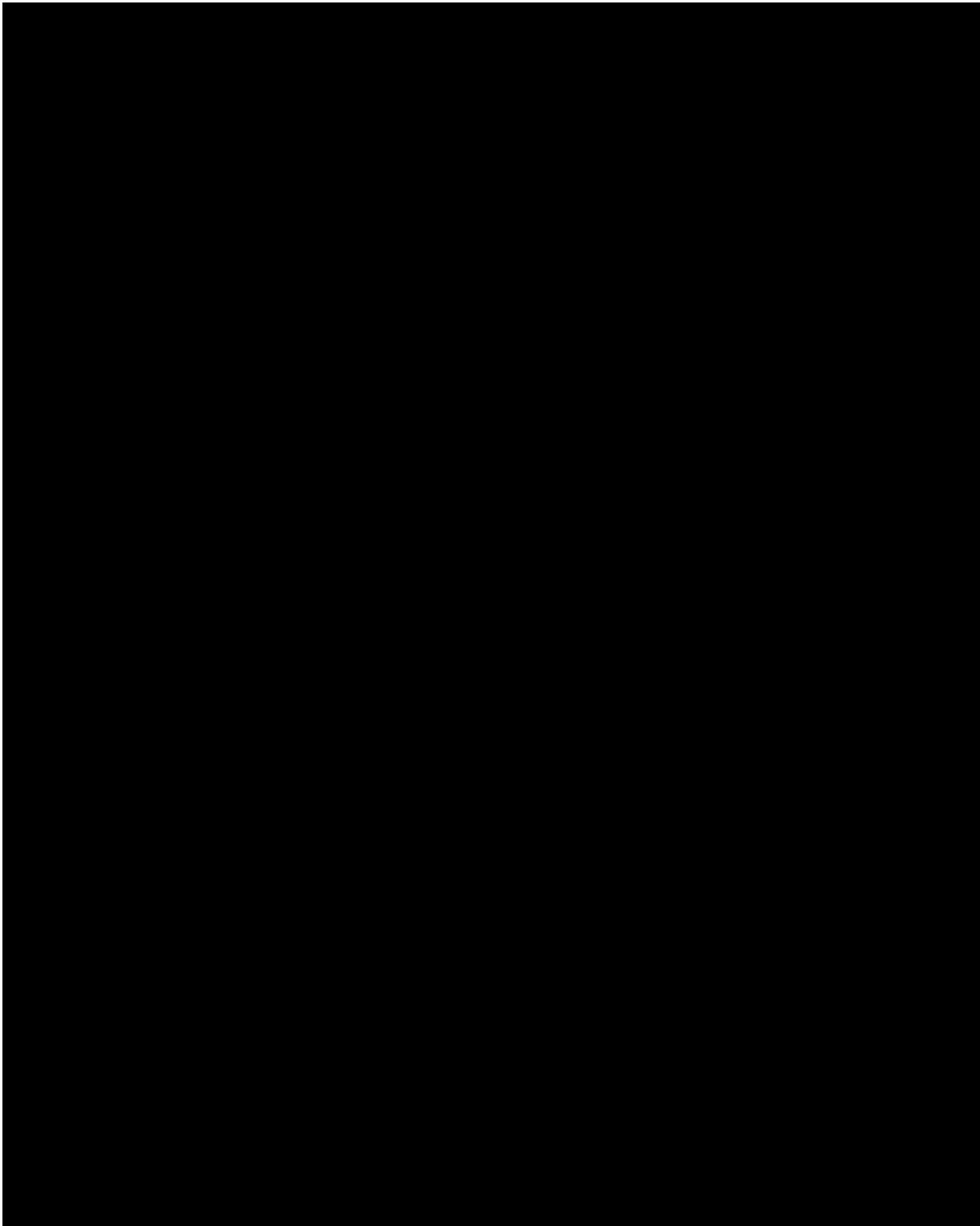
OTTAWA, ON | OGDENSBURG, NY





**T·BASE**  
COMMUNICATIONS

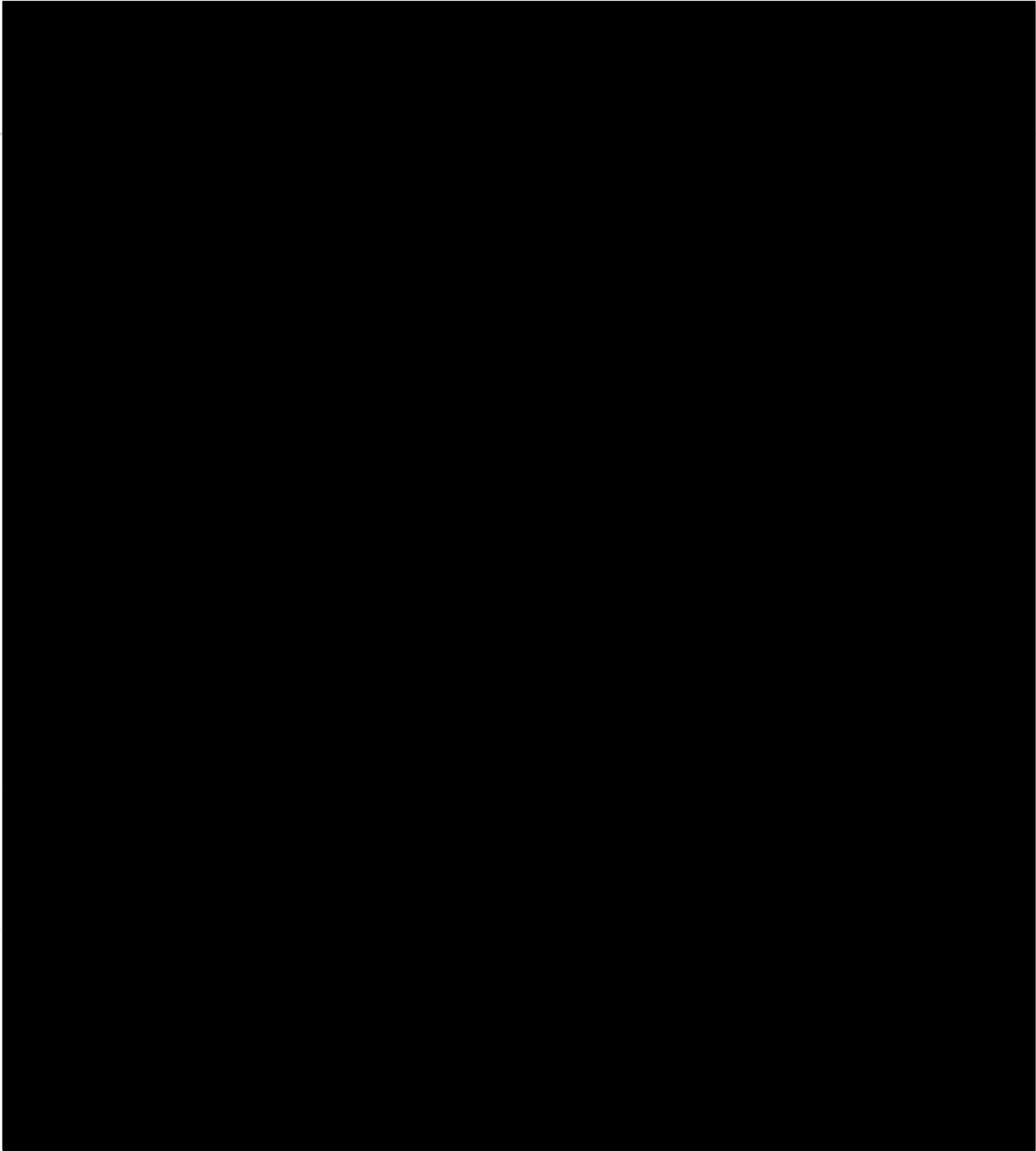
OTTAWA, ON | OGDENSBURG, NY





**T·BASE**  
COMMUNICATIONS

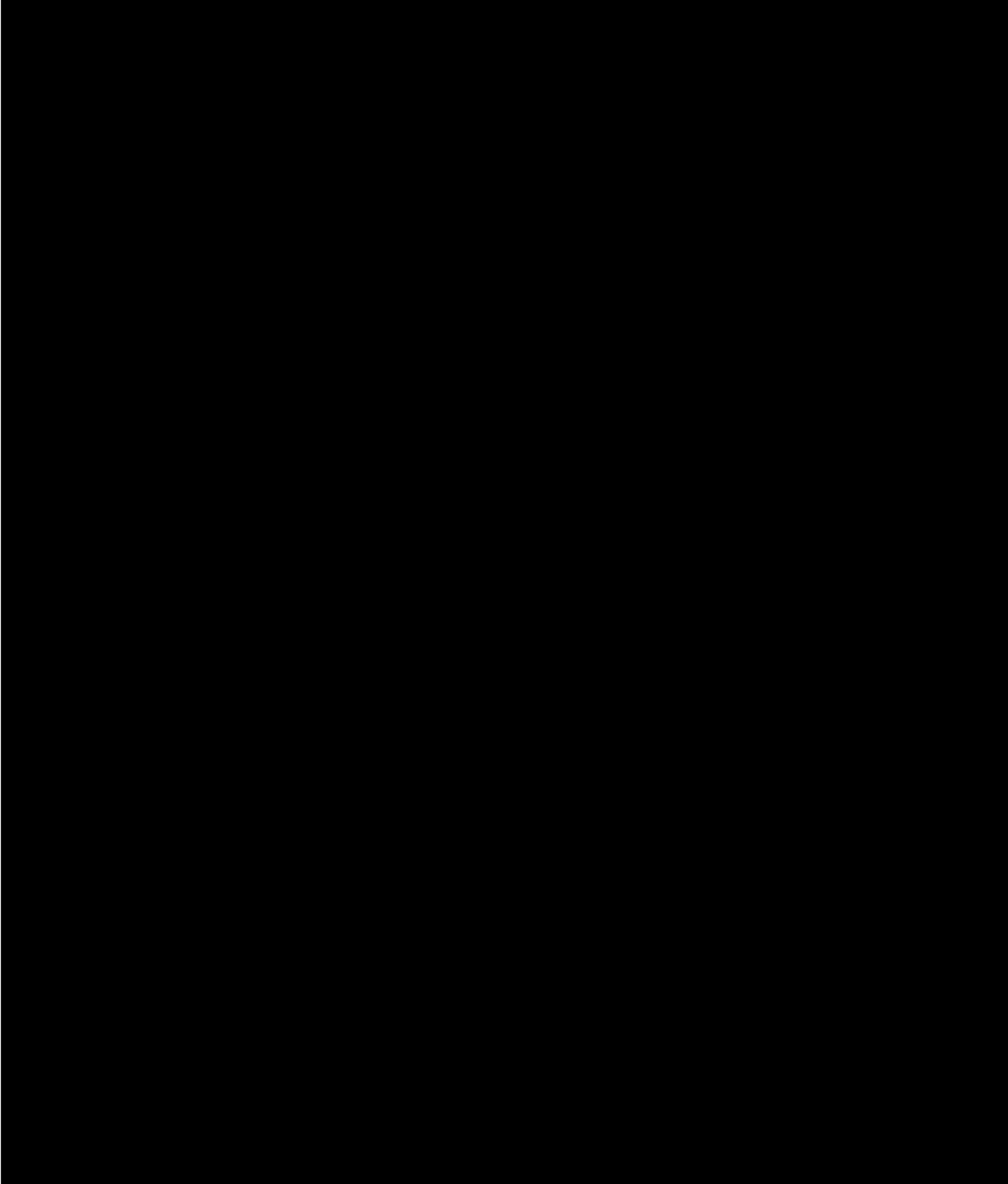
OTTAWA, ON | OGDENSBURG, NY





**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY

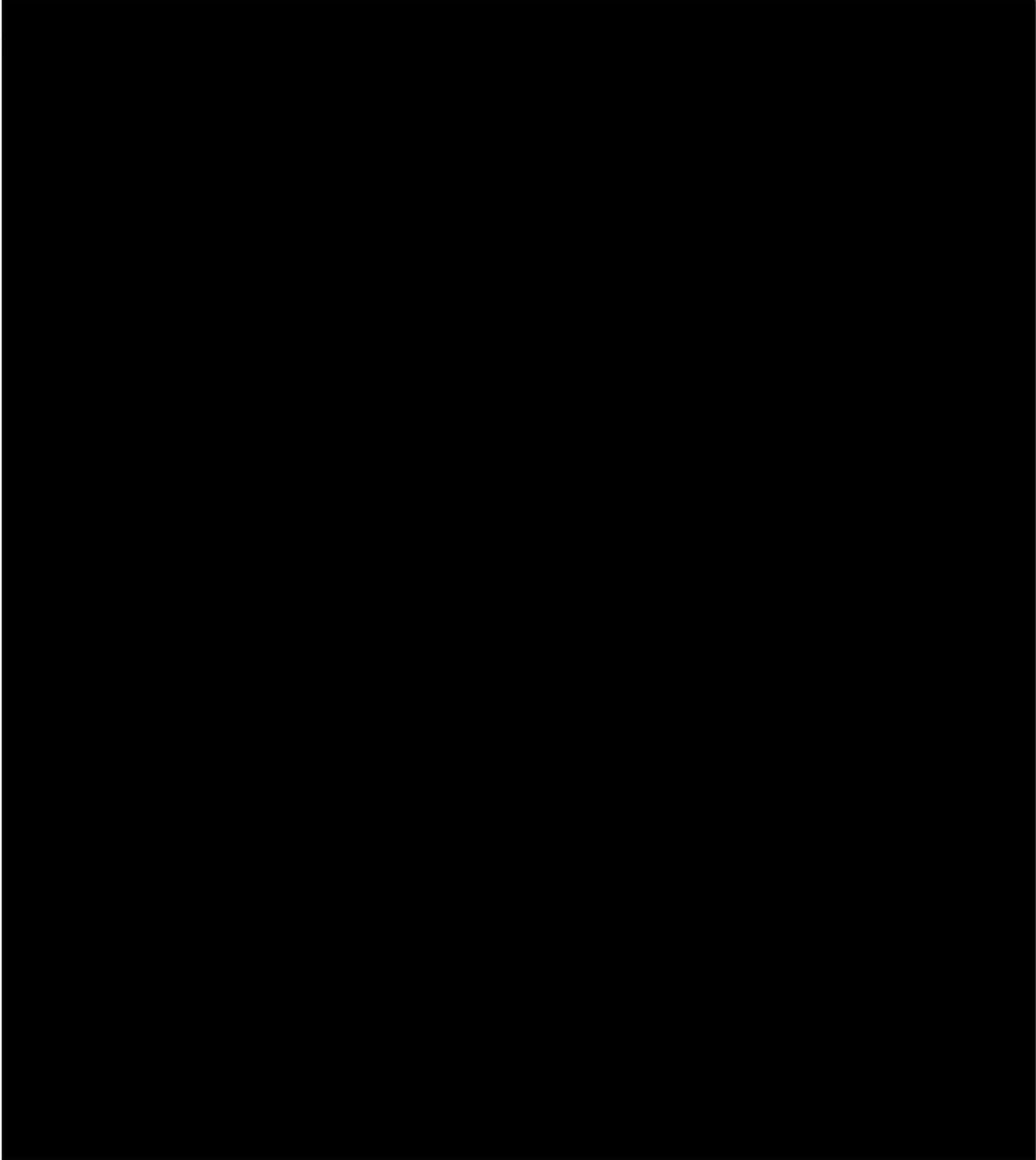


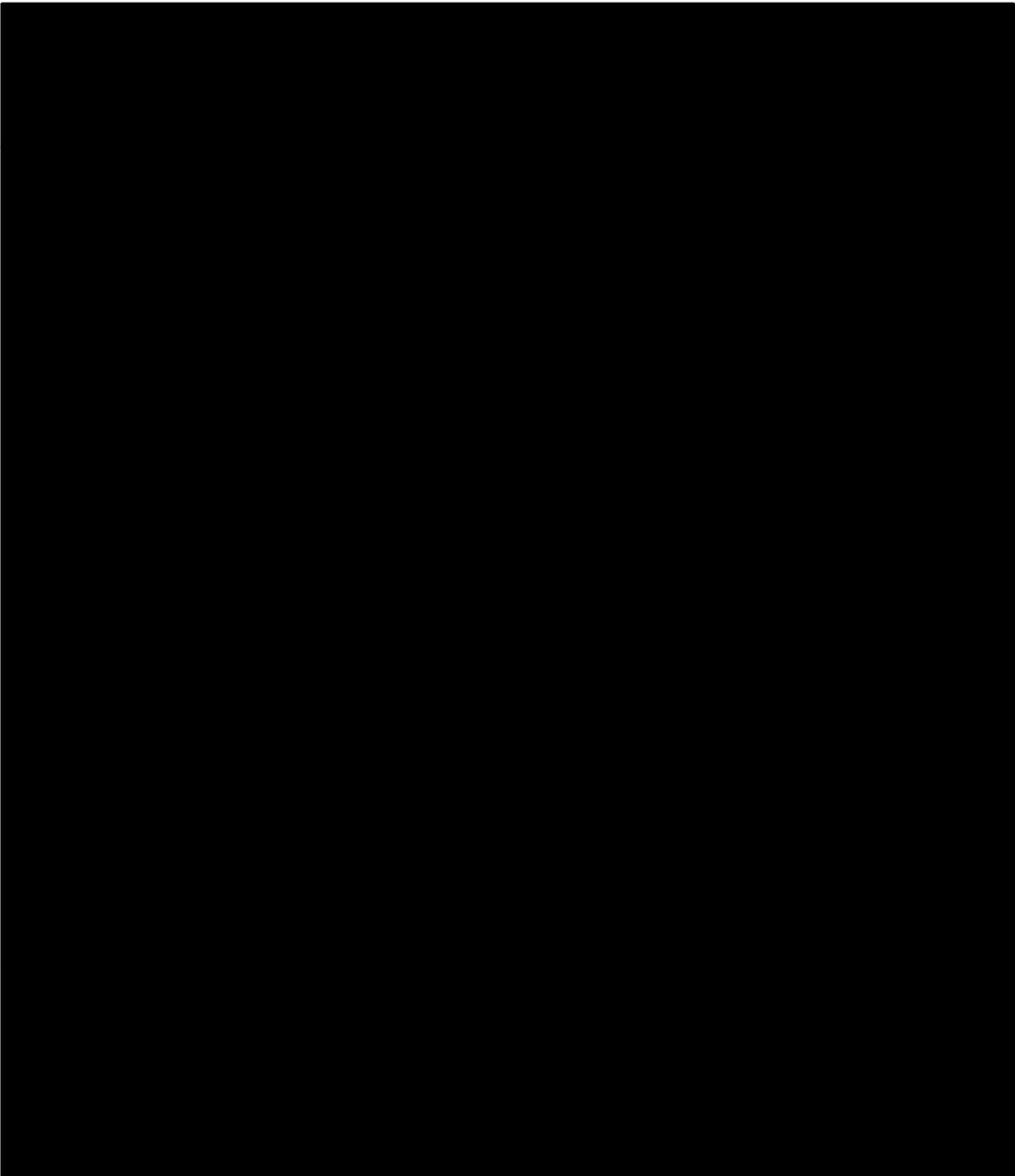


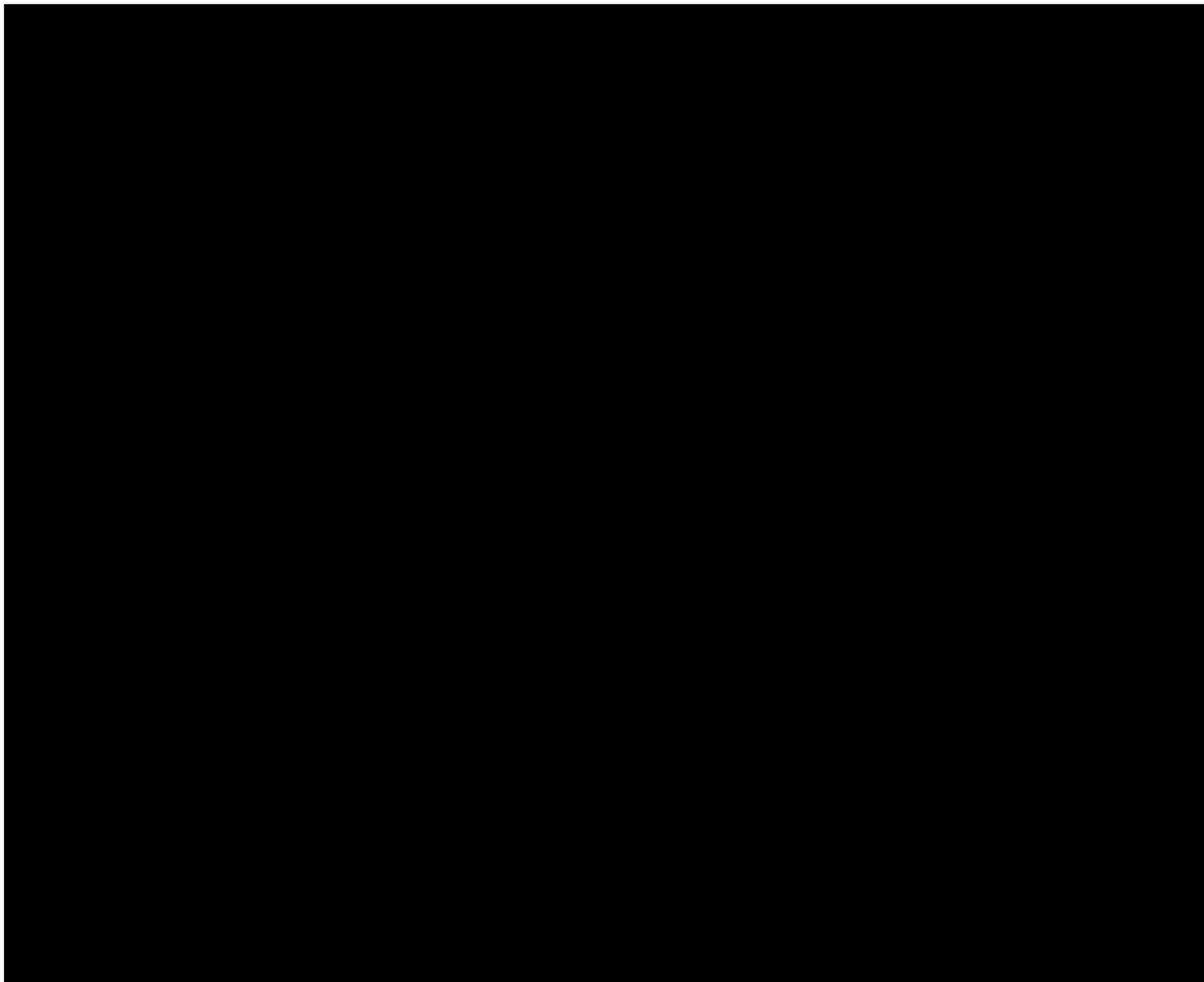


**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY



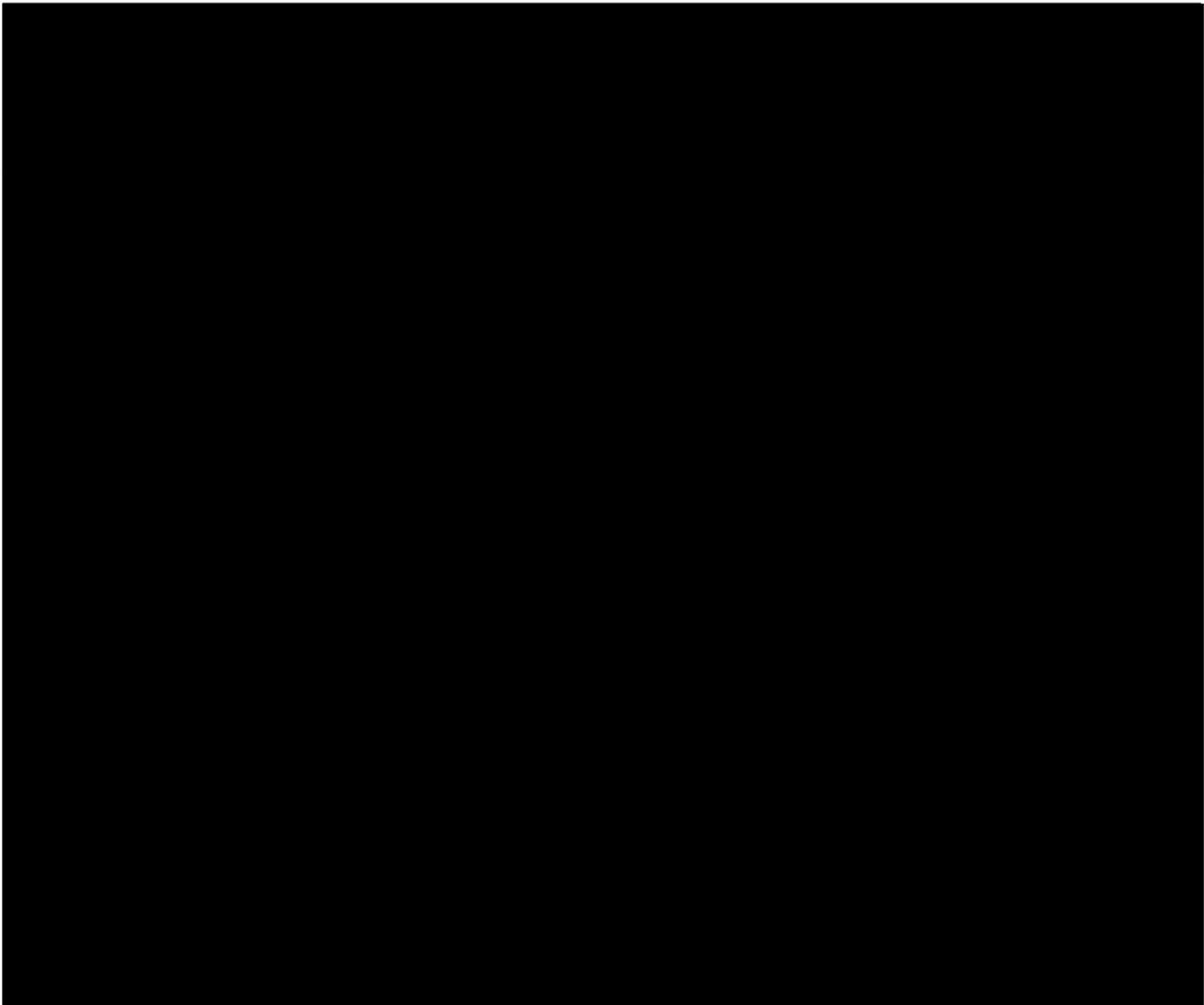


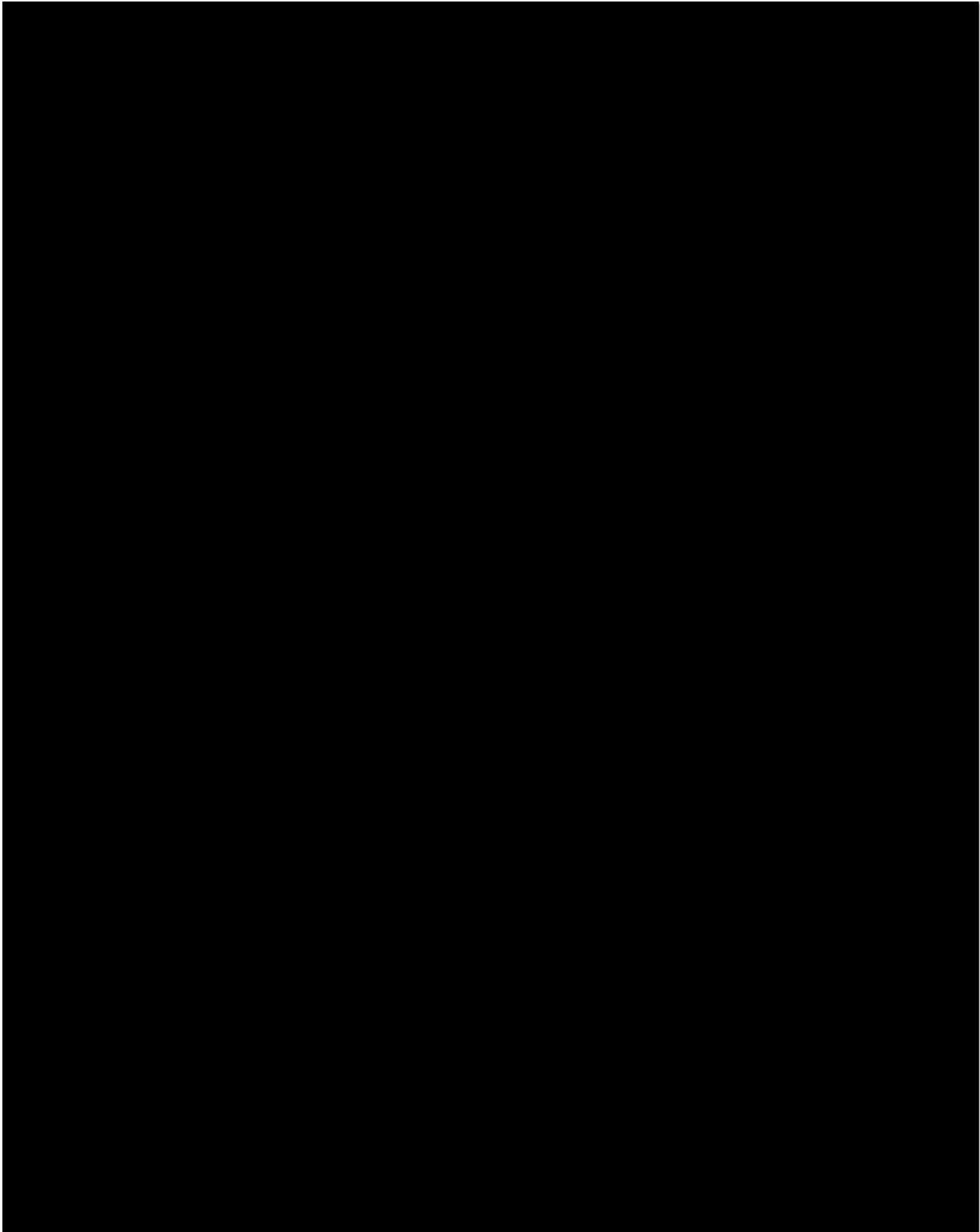




**T·BASE**  
COMMUNICATIONS

OTTAWA, ON | OGDENSBURG, NY







DESCRIPTION	QTY	RATE	TOTAL
1. Web Audit	36 (D)	1,200	\$43,200.00
2. Re-assessment of the main website only + Reporting ( <a href="http://www.monroecc.edu/">http://www.monroecc.edu/</a> )	4 (D)	1,200	\$4,800.00
3. 1/2 Day training package*, focusing on: <ul style="list-style-type: none"> <li>• Why accessibility matters</li> <li>• WCAG 2.0 overview</li> <li>• Accessibility testing, tools, and techniques</li> </ul> *up to 20 people, \$199 per person thereafter	½(D)	4,700	\$4,700.00
<b>Total All Inclusive Cost (for audit above)</b>			
Our total All Inclusive Cost includes 10 hours of consultation support, to be delivered on an on-demand basis after the presentation of the initial assessment			



**T·BASE**  
COMMUNICATIONS

OTTAWA, ON . OGDENSBURG, NY . WWW.TBASE.COM

report.				
			<b>TOTAL</b>	<b>\$52,700.00</b>



**State**  
**Comparables**

Level Access, Inc.

Contract No.: 19-CC-019

Project Name: Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services

AGREEMENT

This Agreement ("Agreement") is between Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk ("County"), a municipal corporation of the State of New York, and

Level Access, Inc. ("Contractor"), a Virginia corporation authorized to do business in the State of New York having a principal place of business at 1600 Spring Hill Road, Suite 400, Vienna, Virginia 22182.

The parties hereto desire for Contractor to provide to the College digital assets accessibility audit services, including the development of a comprehensive corrective action plan, and any optional usability testing, remediation, implementation, support and training services that may be requested by the College ("Services.")

Term of Agreement: March 15, 2018 through March 15, 2019, with the option to extend the term of the Agreement, as needed, at the sole and absolute discretion of the College.

Total Cost of Agreement: As set forth in Exhibit E, attached hereto.

Terms and Conditions: Shall be as set forth in Exhibits A through G, attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

Level Access, Inc.
Fed. Tax ID # 06-1565704
Tel.: (612) 859-2813

Suffolk County Community College

By: Rachael Edenbaum
Rachael Edenbaum
Account Manager

By: Dr. Shaun L. McKay
Dr. Shaun L. McKay
President

Date: 3/13/2018

Date: 3/15/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Louis J. Petrizo
Louis J. Petrizo
College General Counsel/Executive V.P.

By: Gail Vizzini
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 03/15/18

Date: MAR 14 2018

LIST OF EXHIBITS

Page

**Exhibit A** ..... 4  
**General Terms and Conditions**

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third-Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. Copyrights and Patents

**Exhibit B** ..... 13  
**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

Page

**Exhibit C** ..... 17  
**Notices and Contact Persons**

- 1. Notices Relating to Payments, Reports, or Other Submissions
- 2. Notices Relating to Insurance
- 3. Notices Relating to Termination and/or Litigation

**Exhibit D** ..... 19  
**Description of Services**

- 1. "Scope of Work" contained in Section III of the College's RFP: ATTACHMENT 1 .. 20
- 2. Contractor's Technical Proposal and Cost Proposal: ATTACHMENT 2 ..... 26

**Exhibit E** ..... 40  
**Payment Terms and Conditions**

- 1. General Payment Terms
- 2. Agreement Subject to Appropriation of Funds
- 3. Limit of College's Obligations
- 4. Specific Payment Terms and Conditions
- 5. Contractor's Cost Proposal: ATTACHMENT 3 ..... 41

**Exhibit F** ..... 43  
**College's Request for Proposals**

**Exhibit G** ..... 44  
**Contractor's Proposal**

**EXHIBIT A  
General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals ("RFP"), which was advertised on December 7, 2017; and

**Whereas**, the Contractor submitted a proposal in response to such RFP on December 22, 2017; and

**Whereas**, based upon follow-up discussions as to scope of services and price, the Contractor submitted a revised proposal on February 28, 2018; and

**Whereas**, the College has selected the Contractor to provide the services as set forth herein;

**Now, therefore**, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

**1. Contractor Responsibilities**

**a. Services**

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services." Contractor shall not provide any services identified as "optional" in Exhibit D and its attachments without the prior written agreement of the College, such agreement outlining the scope of the Contractor's provision of optional services and the cost of such services.

**b. Qualifications and Licenses**

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

**i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College remaining after payment of all claims

for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**3. Indemnification**

**a. General**

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

**b. Federal Copyright Act**

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

**4. Insurance**

- a.** Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless

otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
  - c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
  - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.
  - e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such

policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

**5. Independent Contractor**

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

**6. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**8. Set-Off Rights**

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

#### 10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](http://www.sunysuffolk.edu/nondiscrimination). Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

#### Civil Rights Compliance Officers

##### **Christina Vargas**

Chief Diversity Officer/Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[vargasc@sunysuffolk.edu](mailto:vargasc@sunysuffolk.edu)  
(631) 451-4950

or

**Dionne Walker-Belgrave**

Affirmative Action Officer/Deputy Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

**11. Nonsectarian Declaration**

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

**12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**13. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**14. Conflicts of Interest**

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**15. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**16. Confidentiality**

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of

the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

**17. Assignment and Subcontracting**

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**18. No Intended Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**19. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**20. Publications and Publicity**

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

**“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”**

The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**21. Copyrights and Patents**

**a. Copyrights**

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**End of Text for Exhibit A**

**EXHIBIT B**  
**Suffolk County Legislative Requirements**

**1. Contractor's/Vendor's Public Disclosure Statement**

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**Required Form:** Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities**  
**Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### **4. Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment

of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

**5. Gratuities**

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

**End of Text for Exhibit B**

**EXHIBIT C**  
**Notices and Contact Persons**

**1. Notices Relating to Payments, Reports, or Other Submissions**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Gail Vizzini  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, NY 11784-2899

**For Contractor**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Insurance**

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
Selden, NY 11784-2899

**For Contractor**

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**3. Notices Relating to Termination and/or Litigation**

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

**Level Access, Inc.**

**Contract No.: 19-CC-019**

**Project Name: Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services**

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the College and the County:**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, NY 11784-2899

**and**

Suffolk County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For Contractor:**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

Level Access, Inc.

Contract No.: 19-CC-019

Project Name: Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services

**EXHIBIT D  
Description of Services**

See:

**Section III, Scope of Work, in the College's RFP,  
Annexed hereto as ATTACHMENT 1**

and

**Contractor's Technical Proposal and Cost Proposal,  
Annexed hereto as ATTACHMENT 2**

Contractor shall provide those services outlined as "Basic Services" in Section III of the RFP, including digital accessibility audit services, including the report of audit results, and the development of a comprehensive corrective action plan as described in Section III of the RFP and in the Contractor's Technical and Cost Proposal.

The College reserves the right to request the Consultant to provide those services outlined as "Optional Services" in Section III of the RFP and in the Contractor's Technical and Cost Proposal. However, Contractor shall not provide any "Optional Services" without the prior written agreement of the College, such agreement outlining the scope of the Contractor's provision of optional services and the cost of such services.

**ATTACHMENT 1**

**Request for Proposal - R1800001**  
**Digital Assets Accessibility Audit, Usability Testing,**  
**Remediation, Implementation, Support and Training Services**

**Suffolk County Community College**  
**Advertised December 7, 2017**

**Section III**  
**Scope of Work**

Suffolk County Community College (College) requires a qualified consultant (Consultant) with significant higher education experience to provide digital assets accessibility audit services and other optional services the College reserves the right to request the Consultant to provide, such as usability testing, remediation, implementation, support and training services in connection with the College's efforts to ensure the accessibility of the College's website and online content to individuals with disabilities. The College requires a Consultant that can, in consultation with the College, conduct an accurate and complete digital accessibility audit, provide an accessibility "roadmap," identify and provide guidance on the corrective action that is needed, and, if desired by the College, provide digital accessibility support and training for College employees responsible for developing, loading, maintaining, or auditing web content and functionality.

The Consultant must have sufficient knowledge and experience in website accessibility for people with disabilities and must provide services in accordance with all applicable laws, regulations and professional standards. The College requires the Consultant to analyze and make recommendations on changes that will ensure the accessibility of the College's website(s) and online content/functionality in accordance with all applicable laws, regulations and professional standards, measuring accessibility according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

During the course of providing services to the College, the Consultant may be provided access to confidential and security-sensitive data, servers, and systems. Services must be provided in accordance with applicable law, regulation, and professional standards for data and network security, as well as College policy. The Consultant will be expected to work with the College's Office of Information Technology Services (ITS) to ensure the College's data and network security needs are satisfied. The Consultant will be expected to execute confidentiality or security agreements as required by the College.

**I. Basic Services**

The basic services required by the College for an audit of the accessibility of its website(s) and online content/functionality are defined below. The contract executed with the selected Consultant(s) will define the areas covered under the Agreement. Consultant shall provide the services described in each section below in accordance with the areas included in the contract.

**Both the digital accessibility audit services and the preparation of the report of the results of the audit and corrective action plan required must be completed within ninety (90) days of the College's engagement of the Consultant. The College is working within timeframes that have been established in a resolution agreement with the U.S. Department of Education's Office for Civil Rights.**

**Request for Proposal - R1800001**  
**Digital Assets Accessibility Audit, Usability Testing,**  
**Remediation, Implementation, Support and Training Services**

**Suffolk County Community College**  
**Advertised December 7, 2017**

**A. Digital Accessibility Audit Services**

The Consultant shall audit the accessibility of the online content and functionality of the College's website(s) to individuals with disabilities utilizing the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.

The Consultant must audit all content and functionality on the College's website(s), including, but not limited to, the home page, all subordinate pages, and intranet/portal pages and sites, to identify any online content and functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third party vendor or an open source on behalf of the College.

The Consultant will perform a technical evaluation of the accessibility of the online content and functionality of the College's web properties utilizing a combination of manual test procedures and automated accessibility testing software. Manual accessibility testing must be performed by individuals of sufficient knowledge, skill, and experience. Manual testing must be of a sufficient scope to represent the highest priorities for online content evaluation/remediation at the College and a cross-section of content/application/system types designed to capture common page types, content and functionality found throughout the College's web properties. Evaluation must include a user-experience assessment utilizing technology profiles to be agreed upon between the College and the Consultant, using popular browsers and assistive technologies, and from the point of view of a keyboard-only user.

The College will be seeking input from members of the public with disabilities, including parents, students, employees, and others associated with the College, and other persons knowledge about website accessibility, regarding the accessibility of its online content and functionality. Input received as a result of the College's outreach will be provided to the Consultant during the course of the audit. In performing the audit, the Consultant must take into account any such input received.

The goals for the accessibility audit are:

1. Assess the online content and functionality for conformance with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.
2. Evaluate the online content and functionality using popular browsers and assistive technologies, and from the point of view of a keyboard-only user;
3. Identify any accessibility issues within the online content and functionality, and provide practical recommendations to help enhance accessibility within the online content and functionality.

Request for Proposal - R1800001

Digital Assets Accessibility Audit, Usability Testing,  
Remediation, Implementation, Support and Training Services

Suffolk County Community College  
Advertised December 7, 2017

The Consultant must begin work within two (2) weeks of engagement and conduct a meeting (in-person or via web/phone conference) with the individual(s) or team identified by the College as the point of contact for the audit. The Consultant must indicate their anticipated completion date for all audit services based on the requirements above. The Consultant will carry out the audit under the direction and procedures as required by the College's identified point of contact. The Contractor will provide and assign a competent individual to manage the audit. The Consultant must provide weekly project status reports to the College's identified point of contact which identify: the tasks accomplished during the reporting period; the tasks to be accomplished during the next reporting period; any significant deviation from previously agreed-upon work plans and reasons for the delay; major concerns or issues, real or anticipated, and proposed recommendations; and any other topics that require immediate attention.

#### **B. Report of Audit Results and Corrective Action Plan**

Upon completion of the digital accessibility audit, the Consultant must produce a report documenting the steps it took during the audit and a detailed accounting of the results of the audit. The results of the audit will be used to develop a complete and comprehensive corrective action plan.

The report must use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.

The report must provide a complete set of resources to support remediation and should give a clear indication of the accessibility issues identified within the test system, as well as the knowledge to apply the best solutions when similar issues are encountered in other systems. The report should describe key issues in detail, with explanations to be provided for each type of issue and typical examples used to demonstrate how each issue could be resolved. The report should include a summary that provides a record of the issues identified for each element within the test sample. Issues that are marked as a fail in the audit are to be accompanied by brief notes indicating why the element did not meet accessibility standards and what steps are needed to make it accessible.

With regard to timeframes for completion of remediation and corrective actions, the report should take into account that all corrective actions in the corrective action plan will need to be completed within eighteen (18) months of the College's adoption and implementation of the corrective action plan. In preparing the report of audit results and corrective action plan, the Consultant must identify any remediation tasks or corrective actions that must be completed as a condition precedent to other tasks or corrective actions in the report being completed.

**Request for Proposal - R1800001  
Digital Assets Accessibility Audit, Usability Testing,  
Remediation, Implementation, Support and Training Services**

**Suffolk County Community College  
Advertised December 7, 2017**

**II. Optional Services**

The College reserves the right to ask the Consultant to provide the following optional services:

**A. Accessibility Testing or Re-testing Services During or After the College's Implementation of the Corrective Action Plan**

The College reserves the right to request that the Consultant provide agreed-upon accessibility testing or re-testing services during or after the College's implementation of the corrective action plan that results from the accessibility audit.

In providing such testing or re-testing services, the Consultant will test the accessibility of the online content and functionality of the College's website(s) to individuals with disabilities utilizing the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.

The Consultant will utilize a combination of manual test procedures and automated accessibility testing software. Manual accessibility testing or re-testing services must be performed by individuals of sufficient knowledge, skill, and experience. Manual testing must be of a sufficient scope to represent the highest priorities for online content evaluation/remediation at the College and a cross-section of content/application/system types designed to capture common page types, content and functionality found throughout the College's web properties. Testing or re-testing services must include user-experience testing utilizing technology profiles to be agreed upon between the College and the Consultant, using popular browsers and assistive technologies, and from the point of view of a keyboard-only user.

**B. Support or Remediation Services During or After the College's Implementation of the Corrective Action Plan**

The College reserves the right to request that the Consultant provide agreed-upon implementation support and or remediation services during or after the College's implementation of the corrective action plan that results from the accessibility audit. Any support and/or remediation services provided must use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.

Implementation support must be provided by individuals of sufficient knowledge, skill, and experience. The College reserves the right to request implementation support consisting of technical support, guidance on best practice, assistance in developing policies and procedures to support digital accessibility at the College, and/or assistance to the College's web developers and content creators/managers in

**Request for Proposal - R1800001  
Digital Assets Accessibility Audit, Usability Testing,  
Remediation, Implementation, Support and Training Services**

**Suffolk County Community College  
Advertised December 7, 2017**

prioritizing and implementing the corrective actions identified in the accessibility audit.

The College reserves the right to request remediation services consisting of webpage remediation, remediation of web page layouts, web design remediation, PDF remediation, and/or remediation of other documents or content.

**C. Digital Accessibility Training Services**

If requested by the College, the Consultant will develop and conduct training sessions at the College on how to meet the College's digital accessibility needs. The digital accessibility training program should focus on helping the College to become more self-sufficient in this area.

Any training services provided must use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 as benchmarks for accessibility.

The sessions may include on-site training, live webinar training, and/or recorded webinar training, such format to be at the College's discretion. The training recommendation should indicate the preferred class size, length of the training session, and the equipment needed for the training classes.

The training programs should be designed to cover the various participants at the College, including, but noted limited to:

1. Content developers and managers
2. Webmasters
3. Procurement officials
4. Administrators
5. Other individuals responsible for developing, loading, maintaining, or auditing web content and functionality.

A "train the trainer" program, with the expectation of making the College independently able to provide comparable training internally, may also be requested at the College's discretion. Content-specific training services, including but not limited to, training in PDF remediation may be requested at the College's discretion.

Training sessions would be provided as requested by the College during the contract period.

Request for Proposal - R1800001

Suffolk County Community College

Digital Assets Accessibility Audit, Usability Testing,

Advertised December 7, 2017

Remediation, Implementation, Support and Training Services

**III. Other Requirements**

- A. **Other Services:** The Consultant shall provide other services to the College as agreed to and approved in writing by the College.
- B. **Contact Staff:** The Consultant shall advise the College if there are any changes to the Consultant's liaison on the College's account from the individual identified during the RFP process. Consultant shall ensure that all updated contact information for the liaison is provided to the College in a timely manner, and the liaison shall be responsive to the College's needs, and coordinate new-account set up and be responsible for long-term account management.
- C. **Reporting on Services Provided:** Consultant must be able to provide weekly project status reports, as requested by the College, which identify: the tasks accomplished during the reporting period; the tasks to be accomplished during the next reporting period; any significant deviation from previously agreed-upon work plans and reasons for the delay; major concerns or issues, real or anticipated, and proposed recommendations; and any other topics that require immediate attention.
- D. **Implementation Schedule:** Consultant shall ensure that the schedule agreed to in collaboration with the College is adhered to, and implemented when providing the agreed-upon services.

**End of text for Section III**

## **IV. Technical Proposal**

To assist Suffolk County Community College in conducting an accessibility audit of its website and online content, and ensure it meets the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA requirements, Level Access is proposing a combination of accessibility services and accompanying solutions. Level Access recommends an Access Discovery assessment and Corrective Action Plan, Accessibility Consulting Support, and Accessibility Training. Please see high-level information on Level Access's recommended approach throughout the next two pages, and detailed descriptions further into the RFP response.

### ***Access Discovery***

Using its Access Discovery service, Level Access will perform an assessment of Suffolk County Community College's system to gather the data necessary to develop a strategy for retrofitting the system for accessibility. Activities will focus on (i) identifying the overall compliance of Suffolk County Community College's website with the relevant requirements, (ii) analyzing the structure and assets of the site, and (iii) understanding system and page use and risk profiles.

The assessment will focus on a representative sample of modules (pages or components of a page) and use cases (workflows), and will utilize both normative testing through a combination of automated and manual review, as well as functional testing by individuals with disabilities using leading assistive technologies. Results are then synthesized into a single compliance data set, analyzed, and translated into a clear, concise, prioritized set of recommendations.

At the end of this phase of the project, Suffolk County Community College will have a clear understanding of (i) the systems that falls under the scope of the accessibility requirements, (ii) the level of compliance of those systems with key accessibility standards, (iii) the corrective actions required to achieve compliance, and (iv) the relative value of addressing individual systems, components, and pages for compliance based on relative traffic and system use. This will allow Suffolk County Community College to ensure the maximum impact for accessibility investments made in later stages.

### ***Corrective Action Plan***

Level Access will work collaboratively with Suffolk County Community College to develop a comprehensive Corrective Action Plan (CAP) which will define a strategy and detailed roadmap for achieving compliance with WCAG 2.0 Level AA and WAI-ARIA requirements and maintaining compliance on an ongoing basis as new content and functionality is added to the system.

### ***Accessibility Consulting Support***

The Access Discovery report focuses on the institutions public facing website and the violations identified through the accessibility testing. The report will prioritize violations for Suffolk County Community College and provide code-level remediation guidance and best practices, however Level Access also recommends Suffolk County Community College purchase additional support hours for post-assessment implementation support to bring the site into compliance. Suffolk County Community College can purchase hours through a point-in-time engagement via General Consulting, or through an annual subscription to Level Access's Access Help Desk.

## ***Training Services***

Training activities will focus on providing Suffolk County Community College teams with the knowledge and tools to create accessible systems and monitor those systems for ongoing compliance to ensure the long-term success of Suffolk County Community College's accessibility initiatives. Level Access's training solutions are designed to provide learners with access to an extensive amount of compelling, actively curated information designed to radically accelerate their knowledge acquisition in the field of study. Level Access offers a wide range of courses and educational materials on designing, building, and testing IT systems that conform to accessibility standards.

Level Access recommends accessibility training for Suffolk County Community College staff via (i) onsite instructor-led classroom delivery, (ii) Access University's online courses, or (iii) a combination of the two. Onsite training offers interactive instruction in a classroom setting with hands-on exercises using Suffolk County Community College -specific examples. Access University offers unlimited access to on-demand, self-paced courses in a variety of content formats to match individual learning styles.

Please see the following pages for more in-depth descriptions of the above mentioned services.

## ***Access Discovery***

### Overview

During the Access Discovery project, Level Access will gather the data necessary to develop a strategy for retrofitting the College's websites and applications for accessibility. Activities in this phase will focus on (i) identifying the overall compliance of the College's web systems with key digital accessibility requirements, (ii) analyzing the structure and assets on each system, and (iii) understanding system and page use and risk profiles. This information will inform a compliance, priority, and risk model that can be used to order retrofitting activities throughout the project. Activities in this phase will include:

- Deploying Access Analytics to all relevant the College systems to begin site profiling and analysis for accessibility. Access Analytics is deployed via a minimal load footprint JavaScript tag that is added to standard page footers. When deployed, Access Analytics will automatically test pages for accessibility and provide data on the relative frequency of use for each page.
- Performing a series of assessments on the College systems to determine their current level of accessibility. Level Access's assessment methodology utilizes both normative testing, through a combination of automated and manual review, as well as functional testing by individuals with disabilities using leading assistive technologies. Results are synthesized into a single compliance data set, analyzed, and translated into a clear, concise, prioritized set of recommendations delivered in AMP (Accessibility Management Platform).

At the end of the Access Discovery project, the College will have a clear understanding of (i) the systems that fall under the scope of the accessibility requirements, (ii) the current level of compliance of those systems with key accessibility standards and (iii) the relative value of addressing individual systems, components, and pages for compliance based on traffic and system use. This will allow the College to ensure the maximum impact for accessibility investments made in later project stages.

### Methodology

#### **Kickoff**

At the beginning of the approved project, a Level Access project lead or designated project lead from the accessibility services team will teleconference with a designated client project manager to confirm the goals, scope of work, timeline, and other project specific information. The client's project manager will provide Level Access with access to any needed system and points of contact within the development group. During the kickoff meeting the following activities will occur:

- **Scope Review** - Review the project scope and goals.
- **Project Plan Review** - Prior to the start of a project, Level Access will create a project plan reflecting Level Access's planned approach to performing the contracted work, including tasks, cost, timelines, and assumptions. During the project plan review, the draft project plan and timeline will be reviewed and discussed amongst all project stakeholders.
- **Project Role Review** - Review of all project stakeholders and their roles. This review will include an overview of any activities and resources needed by Level Access from the client to complete the project in a timely fashion.
- **Project Communication Plan Review** - Define client and Level Access primary and backup contacts for the project. This review will include a discussion of the escalation paths for project

issues. Level Access generally provides two routes for escalating issues on projects – the primary through the project's staff and the second through a client's account manager.

Upon completion of the kickoff meeting, the Level Access project lead will send an e-mail to all project participants to:

- Define all project contacts and roles
- Define the project escalation path
- Share a project plan
- Confirm/deny system access and seek any additional credentials
- Request name, e-mail, and phone number of those that will receive an AMP deliverable

### **Walkthrough**

Level Access will receive a walkthrough of the relevant IT systems the College is concerned about for accessibility. The goal of the walkthrough is to provide an overview of the functionality of the system to ensure that key portions are identified and discussed, including any relevant factors such as user types (e.g., general user versus administrator). The walkthrough should be provided by someone who is familiar with the general technical implementation and use profile of the system but does not require an individual with intimate knowledge of its code-level implementation. The testing location, connectivity, and security requirements will also be discussed as part of the walkthrough. The walkthrough can occur in person or through a web-based videoconference. It generally lasts an hour, with an optional period of 30 minutes for questions.

### **Access Analytics Rollout**

Level Access will work with the members of the College's development teams identified during the Kickoff and Walkthrough stages to support the rollout of Access Analytics across all relevant the College systems. Through this package, Level Access performs automatic testing of a subset of accessibility requirements, automatically discovers systems and application pages and linked assets, and determines the relative access rates for various pages and assets. Access Analytics is deployed by placing a JavaScript resource footer within a website or application. The JavaScript has no impact on page appearance or load time.

During the Access Analytics rollout, the Level Access team will initially focus on supporting the members of the College's team in the technical deployment of the analytics package. Upon rollout of the Access Analytics package to all relevant sites, Level Access will perform a spider of the relevant sites primary entry URLs to determine if there are locations within the sites (i.e., reachable pages) that have not deployed the Access Analytics package. This ensures that the full scope of the site is known and covered by the Analytics package.

### **Module List and Use Case Development**

The specific system items to be tested will be defined in the module list, a list of visual components that will be evaluated within the application. For web applications, a module is a page or URL in the system tested. For software applications and plug-in content, such as Flash or Flex, a module is an operable screen generally defined by a specific class used to display a screen of the application. Level Access performs audits along the lines of these modules to ensure that representative testing results accurately reflect the compliance level of the application.

The module list is developed in conjunction with the client to ensure that the entire GUI (Graphical User Interface) of the application is covered. Generally, applications will already have an internal list that Level

Access can utilize as a basis for the final list. Often, individuals working in a design capacity within the organization maintain this list. Working from the base list, or working from scratch if no such list exists, the final list of visual modules is created by working collaboratively with Level Access. This process requires the following steps:

Use cases are meant to define the core functionality that is in use within an application. Each use case is formally scripted to define the sequence of steps that users perform to complete that task. For example, the likely use cases for a job website would be "search for a job," "post a resume," etc. For a desktop editing application, such as Microsoft Word™, use cases could be "create a new file," "save a file," "edit a file," etc. For any given application, the goal of use case development is to ensure that the most common use cases are captured in the document.

The lists of modules and use cases are somewhat independent of each other, but both lists should reflect the most important or complex features of the system. Depending on the nature of the system, the lists of modules and use cases can often be assembled completely by Level Access, but in some cases, some assistance from the client may be requested or advisable. Level Access will prepare drafts of the module and use case lists for the client to review, suggest changes and approve.

## Testing

The compliance data gathered via Access Analytics solely provides information on the set of issues the can be automatically validated, which is roughly 25% of accessibility requirements. To determine compliance with the remaining requirements, Level Access will provide global and manual testing on a variety of sample user interface components. Global and manual testing is completed using a variety of testing methods, including our manual testing methodology and automated testing tools. In addition, this testing will include functional testing by users with disabilities using leading assistive technologies. They will test against the use cases – step-by-step processes – of each system to determine if the overall user experience is accessible. These tests results will be combined with the automatic test results gathered by the Access Analytics package to determine the overall compliance of the system.

The testing phase generally proceeds independently of the client team and requires minimal client resources or contact. Generally, the only support that may be required is answering occasional questions or troubleshooting system problems that may arise during testing.

## Reporting

After the completion of the testing phase, Level Access's testing team will cross-validate the manual, assistive technology, and Access Analytics testing results and synthesize them into a single compliance data set. The data set will then be analyzed for violations that occur in patterns as well as in isolation, and will map specific violation descriptions against the modules in which each violation was found. The analysis phase also translates the large amounts of raw data produced during testing into a clear, concise, prioritized set of recommendations.

## Delivery

Level Access will present the final set of findings in a series of online reports organized around the specific systems in place for the customer. This presentation is provided to the relevant stakeholders across applicable functional groups. This presentation serves several purposes:

- First, online delivery helps to raise awareness of compliance within the product groups.

- Second, online delivery allows for the clarification of report findings across all affected functional groups.
- Finally, it allows Level Access to establish next steps for different functional areas in the organization.

## Timeline

In general, Access Discovery projects are completed in approximately 8 weeks from beginning to end. Project timelines can vary based on scope, available client resources, and client directed schedules. The exact schedule is determined and managed jointly with the customer and finalized as part of the Kickoff phase of the project. For most clients, however, the duration of each phase of is roughly as follows:

- Kickoff: 1 Business Day
- Walkthrough: 1 Business Day
- Access Analytics Rollout: 10-15 Business Days
- Testing: 10 – 15 Business Days
- Reporting: 5 – 10 Business Days
- Delivery: 1 Business Days after the sending of the audit

## Project Deliverables

**Access Discovery Report** – *A summary report of the Access Discovery findings.*

This consists of a summary of major accessibility and compliance concerns, followed by an illustration and discussion of the most significant problems. The overview report includes information about the relative priority of addressing and the degree of difficulty to fix each problem.

**Report Dashboard** – *A high level overview of the level of compliance of each system in a visual form.*

It includes comparisons of compliance over time, distribution of violations by severity, status of testing completion and top issues broken down by number of modules affected and the Severity, Noticeability, and Tractability (SNT) ratings for each violation.

**Compliance Reports** – *Projected compliance scores and percentage compliance ratings for each accessibility standard.*

This is provided for the overall standard and each specific paragraph, or checkpoint that is part of the standard. This provides a specific definition of the projected level of compliance of the system against specific statutory or policy requirements.

**Violations by Priority** – *Lists the Severity, Frequency, Noticeability, and Tractability (i.e., the typical degree of difficulty to fix) of each accessibility Best Practice that was violated.*

These factors are combined to establish a prioritization of the discovered violations. The violations are normalized on a scale from 1 (lowest priority) to 10 (highest priority), which offers a gauge of the development effort that may be required to remediate the problems and the order in which they should be remediated. This report can be exported via an Excel format.

**Modules List** – *Lists and illustrates all the modules that are tested.*

The list includes the name of the module, the location the module was captured from – typically a URL, a thumbnail screen shot of the module, the total violations found in the module, who completed the testing on the module and an indication of whether or not the manual testing has been completed on the module.

**Module Detail(s)** – *Depicts what violations are present in a single module and all modules in the report.* The details include the accessibility Best Practice(s) that were violated, accessibility standards violated, the location of the issue and a description of the specific problem that caused the issue to be flagged. Depending on the type of audit and type of product, it may also include additional results from automated testing tools, whether the problem was part of a Pattern or was Global in scope, and the line, page number or XPATH of the rendered, as tested module source. In AMP, users can select whether to display these Module-specific details for a selected Module only or for all Modules. This report can be exported into Excel or XML as needed, and filtered based on the way the issue was diagnosed.

**Violations** – *Lists the accessibility Best Practices that were found to have been violated during testing.* It also identifies the technology platform type to which each Best Practice belongs (e.g., Keyboard Accessibility, Forms) and the occurrence rate of the issue. This report is presented in a sortable list to group related requirements together. This report can be exported via an Excel format.

**Violations Detail** – *Provides the full Best Practice information for all issues encountered during the audit.* It provides a long form alternative report to drilling down into each accessibility best practice through either the Module Detail(s) or Violations reports.

**Violations by Standard** – *Identifies which accessibility standard(s) map to which Best Practice.* Examples include Section 508's Technical standards and its separate Functional Performance Criteria, and the Web Content Accessibility Guidelines for Level A and Level AA compliance. This can increase the understanding of the accessibility standards, and may also serve as a partial basis for prioritizing the remediation efforts. This report can be exported to Excel.

**Violations by Instance** – *Provides a list of all the issues encountered during testing with information about the Module, Severity, Best Practice, Issues Description, and Note per issue.* It provides an alternative, tabular format to the Module Details report listing all issues, with the ability to sort by each field independent of the Module. This report can be exported via an Excel format.

## **Corrective Action Plan**

Following Access Discovery, Level Access will work collaboratively with the College to develop a comprehensive Corrective Action Plan (CAP) which will define a strategy and roadmap for achieving compliance with WCAG 2.0 Level AA and WAI-ARIA requirements and maintaining compliance on an ongoing basis as new content and functionality is added to the system.

As part of developing the CAP, Level Access will review any settlement agreement or other documents triggering a need for the plan; regulations, rule-making activities and source statutes applicable to the College, and any market or organizational factors relevant to effectively implementing the CAP. The review will seek to define a reasonable, real-world strategy to ensure the set of system components identified in the Access Discovery System Survey and Analysis can define and defend a reasonable conformance approach for the relevant laws and regulations.

The plan will outline a prioritized path for retrofitting the system based on the results of the initial assessment, with a focus on ensuring high-risk portions of the system are addressed with appropriate alacrity. In addition, the plan will detail recommended policies, processes, tools and training to support development, testing, remediation, and ongoing monitoring of the system for accessibility. This will include recommended policies and procedures to ensure that any new or modified content or functionality is

developed in conformance with the relevant standards, including that which is developed, maintained, or offered by a third party.

Level Access will work with the College to explore (i) different approaches to the accessibility roll out and (ii) quantify the cost-to-benefit tradeoff between the approaches. This will provide the College with a quantitative model for determining what roll out ensures best value, while providing support for an increasing level of accessibility that can be reasonably implemented.

### Deliverables

The Corrective Action Plan will be delivered in the form of a written report in Microsoft Word format and include the following components:

- **Executive Summary** – An overview of the plan, developed in a format that can be widely distributed throughout the College, which concisely explains the overall approach to accessibility.
- **Background** – An overview of the background and context of the plan, including the need for action, relevant statutory and regulatory requirements and other factors driving the plan.
- **Implementation Plan** – The timeline, milestones, activities and staff required to implement accessibility.
- **Training Plan** – A training plan, curriculum and certification process for specific roles and groups to ensure that the College has the knowledge in place to implement the plan.
- **Roles and Responsibilities** – A roles and responsibilities framework for the implementation of digital accessibility across the College.
- **Monitoring and Reporting Plan** – The approach for monitoring the implementation of the plan defining (i) the processes and methodologies in place to monitor the system for accessibility, (ii) metrics and methods for monitoring core development, authoring and procurement processes and (iii) methods for ensuring user support processes are provided in an accessible fashion.

In addition to the written report, Level Access will present the overall strategy and action plan to relevant College stakeholders across applicable functional groups.

### **Optional Services**

#### Accessibility Consulting Support

To assist the College with corrective work to remediate the compliance issues discovered via Access Discovery, Level Access can provide accessibility consulting support through either a one-time General Consulting engagement, or an annual subscription to Access Help Desk.

Regardless of which service the College chooses, support hours can be used for any accessibility service Level Access offers including, but not limited to:

- **Remediation Guidance:** The Accessibility Services team can answer technical questions and provide guidance related to implementing the recommendations in the audit report and corrective action plan, general accessible web development best practices, Assistive Technology usage, or similar accessibility concerns.
- **Validation Testing:** The Accessibility Services team can perform post-remediation testing to validate that the University has properly implemented the relevant accessibility requirements and recommendations.

- **General Accessibility Support:** The Accessibility Services team can provide support on anything related to digital accessibility. Level Access's team would work with the University to understand the need at hand and provide an estimated level of effort dependent on the request.

### **General Consulting**

If the College opts for a one-time general consulting engagement, support requests would be submitted via email to the Project Manager who will scope the level of effort required to address the request. If sufficient hours are available to address the task the Project Manager will assign the appropriate team members to handle the request.

### **Access Help Desk**

Access Help Desk is an annual subscription service that will give the College access to Senior Level Analysts, Consultants, and Developers on an as needed basis, with the ability to scale support up or down as needed. Users are able to submit Access Help Desk service requests directly through the Access Help Desk support e-mail address, online support request form, or the appointed Level Access technical support representative.

Access Help Desk includes an integrated online portal where client-specific accessibility questions and other requests are captured, and responses shared, allowing clients to build their organization's compliance knowledge over time in an easy-to-navigate format. Additionally, the portal's knowledge base provides self-service, searchable access to common questions.

Help Desk also offers request tracking for administrators, giving them the ability to track and merge all requests, as well as track all core performance metrics including request resolution times and open issues.

### **Training Services**

Level Access provides extensive training solutions, offering both onsite and online training programs on a wide variety of accessibility topics, from beginning web accessibility to developing accessible applications on iOS and Android. Instruction is provided by senior trainers who are seasoned accessibility professionals, experienced programmers, and expert users of assistive technology. Courses are delivered through a variety of forums, including onsite classroom-based training, and self-paced online coursework. All training is supported by reviews, tests, reference materials, student guides, and certificates of completion.

### **Onsite Instructor-Led Classroom Training**

These interactive sessions are conducted at the client's desired location in a classroom environment with access to computers and course materials. In addition to one-on-one interaction between our expert accessibility instructors and learners, our instructor-led classroom training also includes lab exercises that are customized for each client's needs. Developed for detailed technical training, this hands-on, face-to-face teaching method allows for more interaction between the learners and the instructors.

### **Access University**

Access University offers an on demand, web-based curricula of courses ranging from general accessibility concepts, to advanced testing and development best practices. An Access University license includes unlimited sign-ups for online courses, as well as access to Best Practices related to course content, job

aids; testing manuals, training videos and other course reference materials, and actively moderated class forums. Access University also includes user tracking and management to allow the College to monitor training progress and receive up-to-date, precise information about the growth of the team's knowledge base. All Access University training courses can be made available for installation on a client-supported learning management system (LMS), using SCORM-compliant course material.

## Training Courses

**Accessibility Awareness Curriculum:** The Accessibility Awareness Curriculum provides a variety of courses for organizations just starting to learn about accessibility. The curriculum is organized around high-level courses that provide a basic understanding of accessibility. This provides a baseline level of accessibility issues for organizations seeking to conform to accessibility requirements. Courses offered in this curriculum include:

- Accessibility Concepts
- Introduction to JAWS

**Accessibility Policy and U.S. Federal Regulations Curriculum:** The Accessibility Policy Curriculum covers key issues relating to accessibility policy development and deployment within an organization. The curriculum includes course content relevant to organizations seeking to conform with the Section 508 and forthcoming Section 508 Refresh standards, an overview of the differences between the current and past versions of WCAG, an introduction to the CVAA, information about the Americans with Disabilities Act and how it is interpreted and applied. Courses offered in this curriculum include:

- Introduction to ADA
- Introduction to CVAA
- Introduction to Section 508
- Introduction to WCAG 2.0

**Web Accessibility Curriculum:** The Web Accessibility Training Curriculum teaches managers, developers, designers, and quality assurance specialists to create and/or test websites and applications to be accessible to persons with disabilities and compliant with relevant standards. The courses cover basic to advanced techniques for addressing accessibility errors, and may be tailored to the experience level of the participants and the particular accessibility challenges faced by individual organizations. Specific emphasis is provided on developing go-forward solutions - ensuring accessibility is gradually injected into the development process. Courses offered in this curriculum include:

- Web Accessibility Basics
- Web Accessibility Advanced
- Web Accessibility for Developers
- Accessibility QA for the Web
- Introduction to ARIA
- ARIA for Developers I
- ARIA for Developers II

**Document Accessibility Curriculum:** The Document Accessibility Training curriculum prepares content authors to create electronic documents that are accessible to persons with disabilities. The curriculum includes a variety of courses on the creation of accessible files in key document publication tools including Word, PowerPoint, Excel, Adobe Acrobat, and Adobe InDesign. Courses offered in this curriculum include:

- Microsoft Office 2010 Word Accessibility
- Microsoft Office 2013 Word Accessibility
- Microsoft Office 2010 Excel Accessibility
- Microsoft Office 2010 PowerPoint Accessibility
- Adobe Acrobat X Accessibility
- Adobe Acrobat XI Accessibility
- Adobe InDesign CC Accessibility

**Accessibility Testing and Evaluation Curriculum:** The Accessibility Testing and Evaluation curriculum focuses on training QA engineers in testing websites, applications and other IT systems for compliance with accessibility standards. The curriculum covers the methodology for testing systems and techniques for completing tests against specific standards. The curriculum includes a high-level overview of accessibility testing and methodologies for evaluation, an overview of common accessibility issues and how to detect them, and an overview of testing tools including automated software tools and assistive technology, as well as manual review techniques. Courses offered in this curriculum include:

- Screen Readers for Testers
- Accessibility Audit Methodology
- Accessibility Testing Tools Overview

**Mobile Accessibility Curriculum:** The Mobile Accessibility curriculum focuses on training Designers, Developers, and QA specialists to design, develop, and/or test mobile applications for compliance with accessibility standards. The curriculum covers the methodology for designing, developing, and/or testing systems and techniques for completing tests against specific standards. Courses offered in this curriculum include:

- Mobile Accessibility Basics
- Android Mobile Accessibility for Developers
- iOS Mobile Accessibility for Developers
- iOS Mobile Accessibility for Testers

### ***Anticipated Issues and Resolution***

Level Access foresees no material issues in performing or delivering the services contemplated under this RFP. The firm has delivered similar projects hundreds of times over the last two decades and has a well-defined and actively managed process for doing so. That said, there are a few items for consideration that may impact the project timeline:

- If a Level Access client elects to include Access Analytics as part of the Access Discovery project, this will require an additional 3-4 weeks after deployment of Access Analytics for automated testing to gather the requisite data before proceeding with the Access Discovery project. The timing of this additional data gathering could present an issue if a faster turnaround time is needed for the Access Discovery project.

- **Solution:** If the timeline is a concern, an Access Discovery project can be completed without the use of Access Analytics.

- In order to perform a complete assessment of the modules and use cases selected for testing during Access Discovery, certain credentials for access may be required (e.g. VPN access, log-in information). Without the proper access to these credentials, the testing process may be delayed.
  - **Solution:** The Level Access client should provide a single point of contact who can assist with system access challenges in a timely manner:

**V. Cost Proposal**

**Products and Services**

Access Discovery (Accessibility Audit) + Corrective Action Plan

Site Name	Description	Hours	Cost
<b>Public Facing &amp; 3<sup>rd</sup> Party Accessibility Testing</b>	See below for details on the audit	420 hrs.	\$67,200.00
<b>Corrective Action Plan</b>	Creation of a Corrective Action Plan	-	\$10,000.00
<b>Ellucian Mobile Testing iOS Testing</b>	iOs Testing on the Ellucian Mobile Application	59 hrs.	\$9,440.00
<b>Ellucian Mobile Testing Android Testing</b>	Android Testing on the Ellucian Mobile Application	63 hrs.	\$10,080.00
<b>New Customer Discount</b>	15% Discount Contingent on an Executed MSA, Order Form, and Purchase Order being in place on or before March 26 <sup>th</sup> , 2018.	-	(\$14,508.00)
			<b>\$82,212.00</b>

- *The pricing above is based on Suffolk County Community College purchasing all nine (9) assessments as mentioned below + the 3<sup>rd</sup> party sites also mentioned in the next bullet point. The quantity of the hours, and therefore pricing, is dependent on multiple assessments being done. If all are not purchased, please be advised there may be an increase in total cost due to fewer efficiencies. That said, if Suffolk Community College isn't interested in having all 9 completed, please advise and we can rework pricing for the Access Discovery portion. The following public facing sites were taken into consideration for pricing:*
  - [www.sunysuffolk.edu](http://www.sunysuffolk.edu)
  - <http://www.sunysuffolkathletics.com/landing/index>
  - <http://sunysuffolk.mycareerfocus.org/>
  - <https://sccc.campusdish.com/>
  - [www.scccmedia.com](http://www.scccmedia.com)
  - <http://www.sccc.bkstr.com/>
  - <https://25live.collegenet.com>
  - <https://sunysuffolk.academicworks.com>
  - <https://sunysuffolk.thankyou4caring.org/home>
- *For sites behind authentication, Level Access based the level of effort off of screen shots provided by Suffolk Community College. This included the following:*
  - Banner (2 screen shots provided)
  - MySCCC (3 screen shots provided)
  - Blackboard (2 screen shots provided).
- *The level of hours (420 hours) is based off of representative sample testing across the domains listed above. This is equivalent to approximately seventy-five (75) modules (pages or components of a page) and ten (10) use cases (work flows). These numbers will be finalized during the Groundwork phase, where a list of exact modules and use cases will be provided to Suffolk County Community College for approval.*

- Please note that the mobile scope for iOS and Android is only for the publicly accessible content within the application that is specifically associated with SCCC. Level Access was not provided access to do a deeper dive behind authentication of this application.
- Lastly, Level Access included a small sampling of for (4) content types to be included; 2 PDFs, 1 video, and 1 PowerPoint for review.
- As noted above, Level Access welcomes discussing this scope in further detail, in addition to altering it as Suffolk County Community College sees fit. Pricing will be altered based on any increase or decrease to the overall scope, and therefore level of effort.

Accessibility Consulting Support Options (Testing, Re-testing, Support, and Remediation.)

Service	Description	Qty.	Cost
<b>General Consulting</b>	Point-in-time purchase of hours – Time and Materials	TBD	\$165.00/hr.
<b>Access Help Desk</b>	Annual Subscription to Project Help Desk	144 hrs.	\$23,995.00
<b>Access Help Desk</b>	Annual Subscription to Enterprise Help Desk	320 hrs.	\$49,995.00

- Typical remediation support will range in cost dependent on complexity and size of each website / platform. Scoping will be required to clearly define total cost.

Training Services Options

Service	Description	Qty.	Cost
<b>Access University</b>	Annual Subscription to Access University, Campus Edition, Unlimited users	1	\$29,995.00
<b>Access University Setup</b>	Includes setup, assigning users, courses and building cohorts	1	\$4,995.00
<b>Onsite Training</b>	Onsite Training	TBD	\$5,995.00/day
<b>Custom Onsite Training</b>	Customized Onsite Training	TBD	\$8,995.00/day

**End of Text for Exhibit D**

**EXHIBIT E**  
**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

**3. Limit of College's Obligations**

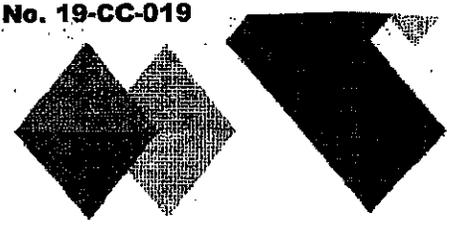
The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

**4. Specific Payment Terms and Conditions**

See Contractor's Cost Proposal, annexed hereto as ATTACHMENT 3.



**ATTACHMENT 3**



**V. Cost Proposal**

**Products and Services**

Access Discovery (Accessibility Audit) + Corrective Action Plan

Site Name	Description	Hours	Cost
<b>Public Facing &amp; 3<sup>rd</sup> Party Accessibility Testing</b>	See below for details on the audit	420 hrs.	\$67,200.00
<b>Corrective Action Plan</b>	Creation of a Corrective Action Plan	-	\$10,000.00
<b>Ellucian Mobile Testing IOS Testing</b>	iOs Testing on the Ellucian Mobile Application	59 hrs.	\$9,440.00
<b>Ellucian Mobile Testing Android Testing</b>	Android Testing on the Ellucian Mobile Application	63 hrs.	\$10,080.00
<b>New Customer Discount</b>	15% Discount Contingent on an Executed MSA, Order Form, and Purchase Order being in place on or before March 26 <sup>th</sup> , 2018.	-	(\$14,508.00)
			<b>\$82,212.00</b>

- *The pricing above is based on Suffolk County Community College purchasing all nine (9) assessments as mentioned below + the 3<sup>rd</sup> party sites also mentioned in the next bullet point. The quantity of the hours, and therefore pricing, is dependent on multiple assessments being done. If all are not purchased, please be advised there may be an increase in total cost due to fewer efficiencies. That said, If Suffolk Community College isn't interested in having all 9 completed, please advise and we can rework pricing for the Access Discovery portion. The following public facing sites were taken into consideration for pricing:*
  - [www.sunysuffolk.edu](http://www.sunysuffolk.edu)
  - <http://www.sunysuffolkathletics.com/landing/index>
  - <http://sunysuffolk.mycareerfocus.org/>
  - <https://sccc.campusdish.com/>
  - [www.scccmedia.com](http://www.scccmedia.com)
  - <http://www.sccc.bkstr.com/>
  - <https://25live.collegenet.com>
  - <https://sunysuffolk.academicworks.com>
  - <https://sunysuffolk.thankyou4caring.org/home>
- *For sites behind authentication, Level Access based the level of effort off of screen shots provided by Suffolk Community College. This included the following:*
  - Banner (2 screen shots provided)
  - MySCCC (3 screen shots provided)
  - Blackboard (2 screen shots provided).
- *The level of hours (420 hours) is based off of representative sample testing across the domains listed above. This is equivalent to approximately seventy-five (75) modules (pages or components of a page) and ten (10) use cases (work flows). These numbers will be finalized during the Groundwork phase, where a list of exact modules and use cases will be provided to Suffolk County Community College for approval.*



- Please note that the mobile scope for iOS and Android is only for the publicly accessible content within the application that is specifically associated with SCCC. Level Access was not provided access to do a deeper dive behind authentication of this application.
- Lastly, Level Access included a small sampling of for (4) content types to be included; 2 PDFs, 1 video, and 1 PowerPoint for review.
- As noted above, Level Access welcomes discussing this scope in further detail, in addition to altering it as Suffolk County Community College sees fit. Pricing will be altered based on any increase or decrease to the overall scope, and therefore level of effort.

Accessibility Consulting Support Options (Testing, Re-testing, Support, and Remediation.)

Service	Description	Qty.	Cost
<b>General Consulting</b>	Point-in-time purchase of hours – Time and Materials	TBD	\$165.00/hr.
<b>Access Help Desk</b>	Annual Subscription to Project Help Desk	144 hrs.	\$23,995.00
<b>Access Help Desk</b>	Annual Subscription to Enterprise Help Desk	320 hrs.	\$49,995.00

- Typical remediation support will range in cost dependent on complexity and size of each website / platform. Scoping will be required to clearly define total cost.

Training Services Options

Service	Description	Qty.	Cost
<b>Access University</b>	Annual Subscription to Access University, Campus Edition, Unlimited users	1	\$29,995.00
<b>Access University Setup</b>	Includes setup, assigning users, courses and building cohorts	1	\$4,995.00
<b>Onsite Training</b>	Onsite Training	TBD	\$5,995.00/day
<b>Custom Onsite Training</b>	Customized Onsite Training	TBD	\$8,995.00/day

**End of Text for Exhibit E**

**Level Access, Inc.**

**Contract No.: 19-CC-019**

**Project Name: Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services**

**EXHIBIT F  
College's Request for Proposals**

The College's Request for Proposals ("RFP") for Services in connection with Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services, advertised December 7, 2017, together with all Addenda thereto, is incorporated herein by reference.

**End of Text for Exhibit F**

**Level Access, Inc.**

**Contract No.: 19-CC-019**

**Project Name: Digital Assets Accessibility Audit, Usability Testing, Remediation, Implementation, Support and Training Services**

**EXHIBIT G  
Contractor's Proposal**

Contractor's revised Proposal submitted February 28, 2018, in response to the College's RFP, is incorporated herein by reference.

**End of Text for Exhibit G**

# **Federal Comparables**

---

---

# FedBizOpps Award Notice

<b>CLASSIFICATION CODE *</b>	D
<b>SUBJECT *</b>	43124 - Source Selection_508 Accessibility Compliance Scanning and Services
<b>GENERAL INFORMATION</b>	
<b>CONTRACTING OFFICE'S ZIP-CODE *</b>	07724
<b>SOLICITATION NUMBER *</b>	VA118-18-R-0143
<b>BASE NOTICE TYPE</b>	
<b>ARCHIVE</b>	60 <b>DAYS AFTER THE AWARD DATE</b>
<b>RECOVERY ACT FUNDS</b>	N
<b>NAICS CODE *</b>	541512
<b>SET-ASIDE</b>	
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724
<b>DESCRIPTION</b>	<b>See Attachment</b>
<b>POINT OF CONTACT *</b> <small>(POC Information Automatically Filled from User Profile Unless Entered)</small>	Contract Specialist: Amanda Bleeses Email: Amanda.Bleeses@va.gov
<b>AWARD INFORMATION</b>	
<b>AWARD NUMBER *</b>	36C10B18C2609
<b>AWARD AMOUNT *</b>	\$4,631,340.04
<b>LINE ITEM NUMBER</b>	
<b>AWARD DATE (MM-DD-YYYY) *</b>	01-18-2018
<b>AWARDEE NAME *</b>	LEVEL ACCESS, INC.
<b>CONTRACTOR'S DUNS NUMBER</b>	004607359
<b>AWARDEE ADDRESS LINE 1 *</b>	
<b>AWARDEE ADDRESS LINE 2 *</b>	
<b>AWARDEE ADDRESS LINE 3 *</b>	1600 SPRING HILL RD, 4TH FLOOR
<b>AWARDEE ADDRESS LINE 4 *</b>	
<b>AWARDEE CITY</b>	VIENNA
<b>AWARDEE STATE</b>	VA
<b>AWARDEE ZIP CODE</b>	22182
<b>ADDITIONAL INFORMATION</b>	
<b>AGENCY'S URL</b>	
<b>URL DESCRIPTION</b>	
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	
<b>EMAIL DESCRIPTION</b>	

\* = Required Field

# FedBizOpps Award Notice

<b>CLASSIFICATION CODE *</b>	D
<b>SUBJECT *</b>	Section 508 Support Services

## GENERAL INFORMATION

<b>CONTRACTING OFFICE'S ZIP-CODE *</b>	07724
<b>SOLICITATION NUMBER *</b>	T4-0780 RFI: VA118-16-N-0865
<b>BASE NOTICE TYPE</b>	
<b>ARCHIVE</b>	90 <b>DAYS AFTER THE AWARD DATE</b>
<b>RECOVERY ACT FUNDS</b>	N
<b>NAICS CODE *</b>	541512
<b>SET-ASIDE</b>	
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724
<b>DESCRIPTION</b>	<b>See Attachment</b>
<b>POINT OF CONTACT *</b> <small>(POC Information Automatically Filled from User Profile Unless Entered)</small>	Tinamarie Giraud, Contract Specialist 732-440-964, Tinamarie.Giraud@va.gov

## AWARD INFORMATION

<b>AWARD NUMBER *</b>	VA118-11-D-1005 VA118-1005-0060
<b>AWARD AMOUNT *</b>	1,493,669.16
<b>LINE ITEM NUMBER</b>	
<b>AWARD DATE (MM-DD-YYYY) *</b>	03-08-2016
<b>AWARDEE NAME *</b>	TECHNATOMY CORPORATION
<b>CONTRACTOR'S DUNS NUMBER</b>	011506149
<b>AWARDEE ADDRESS LINE 1 *</b>	
<b>AWARDEE ADDRESS LINE 2 *</b>	
<b>AWARDEE ADDRESS LINE 3 *</b>	3877 FAIRFAX RIDGE ROAD, SUITE 205C
<b>AWARDEE ADDRESS LINE 4 *</b>	
<b>AWARDEE CITY</b>	FAIRFAX
<b>AWARDEE STATE</b>	VA
<b>AWARDEE ZIP CODE</b>	22030

## ADDITIONAL INFORMATION

<b>AGENCY'S URL</b>	
<b>URL DESCRIPTION</b>	
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	
<b>EMAIL DESCRIPTION</b>	

\* = Required Field

JUSTIFICATION  
FOR AN EXCEPTION TO FAIR OPPORTUNITY

1. Contracting Activity: Department of Veterans Affairs (VA)  
Office of Acquisition Operations  
Technology Acquisition Center  
23 Christopher Way  
Eatontown, NJ 07724
  
2. Description of Action: The proposed action is for a brand name firm-fixed-price Task Order issued under the Transformation Twenty-One Total Technology (T4) Indefinite Delivery Indefinite Quantity (IDIQ) Contract.
  
3. Description of the Supplies or Services: The proposed action is to provide comprehensive Section 508 program support which includes utilizing an enterprise license to a brand name commercial software tool, Accessibility Management Platform (AMP) produced, as well as customized for the Department of Veterans Affairs (VA), by the SSB BART Group. The AMP VA-Variant enterprise license will allow the VA Section 508 Office to continue to provide distinctive, high-quality Section 508 compliance direction, testing and training aids to ensure all required VA electronic and information technology components are compliant with the Section 508 regulations, which require accessibility to Veterans, employees and the general public. The VA Section 508 Office's primary mission includes the testing of elearning courses for Section 508 compliance before they are placed on the Talent Management System (TMS) and testing all mobile web content as well as Android and iOS Apps developed across VA. In providing program planning, implementation, and maintenance support to the VA Section 508 Office, the tool will monitor, and advise on organizing, planning, overseeing and administering technical tasks, testing technology medias (to include HTML, Adobe PDFs and Flash, Multimedia, Silverlight, iOS and Android OS) for Section 508 compliance, remediating non-compliant products, and creating and providing accessibility training aids for the accessibility of Electronics and Information Technology. All work is geared to ensure that program tasks and outcomes conform to the legal requirements of Section 508 and apply the best practices adopted by the VA, other Federal agencies, and industry experts. The period of performance shall be 9-months from date of award with two 12-month option periods. The total estimated value of the proposed action is \$6,022,698.47, inclusive of options. The total estimated value of the brand name AMP VA-Variant enterprise license is \_\_\_\_\_ for the proposed action.
  
4. Statutory Authority: The statutory authority permitting an exception to fair opportunity is Section 41 U.S.C.4106(c)(2) as implemented by the Federal Acquisition Regulation (FAR) 16.505(b)(2)(i)(B), entitled "Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized".

5. Rationale Supporting Use of Authority Cited Above: This is a brand name justification in accordance with FAR 11.105, Items Peculiar to One Manufacturer. Based on extensive market research, as described in section 8 of this justification, limited competition is available among authorized resellers for the required brand name enterprise license. VA currently utilizes the above mentioned AMP tool as a cornerstone of its 508 compliance testing. AMP is a fully integrated, comprehensive, platform that, with its manual testing tree and human consulting, provides 100% testing; ensures standardized testing; enables flexibility and reprioritization of the workload; provides solutions that reduce legal risk and prioritizes compliance violations. With its customizable features, AMP can generate a myriad of metrics and reports that detail workload, problems and trends. In addition, AMP has one unified automated/ manual testing report that can provide charts to management and violation reports to developers. These reports are already tailored to key organizational roles in VA and include Compliance Level Reporting to stakeholders which are used to help drive the agency's 508 compliance educational efforts; Page Level Diagnostic Reporting which provides support for detailed page-by-page reporting of violations that have been detected during the testing process and also provides guidance on how to fix violations in-line with the diagnostic information significantly decreasing the time, budget and resources allocated towards remediation efforts; and Intelligent Violation Modeling which provides different views of the overall list of accessibility infractions identified within a report, providing extremely valuable insight when estimating and evaluating required remediation efforts. AMP provides all users with a configurable Dashboard allowing a system level view of compliance and hot areas relevant to the user. With AMP, VA is able to balance requirements for legal conformance and usability for individuals with disabilities in a structured fashion that keeps the end user in mind throughout the process. The extensive training library, available enterprise-wide to everyone in VA, has been developed by industry experts and customized to the specific requirements of VA. Further, auditing and testing is a critical aspect of any accessibility program and by using Unified Audit Methodology, AMP testing support extends the ability to perform in-browser, quick page tests to scanning complete enterprise level websites. However, AMP's source code is propriety to the SSB BART Group and only SSB Bart Group or an authorized reseller can provide the necessary customization because of the proprietary source code required to develop and implement changes to the software. Without the AMP tool, its extensive knowledge of VA's customized requirements, over 1400 best practices and processes for implementing digital accessibility across leading technology platforms and development methodologies, all VA management reports would essentially cease for several months.

Additionally, testing would immediately cease and an average backlog of 83 units a month would accumulate. A catastrophic backlog of this magnitude is estimated to require a year or more to resolve.

The VA's Variant of AMP is the only all-inclusive platform that:

- a) Provides test tools that allow for a variety of multi-media content beyond the scope of web content to be tested by the content owner.

- b) Falls in-line with VA's Technology Requirements, i.e. optimal for IE 11's web-browser.
- c) House's best practices, checklists, and processes adapted and crafted by the Section 508 Office for standardized Section 508 Conformance.
- d) Has a Customized Tracking system in place for monitoring the Section 508 path from Section 508 Assessment, to remediation, to 100% conformance.

As detailed above, the brand name AMP software is the only software that meets the Government's requirements and can continue to build upon VA's existing enterprise wide commitment to implementing accessibility across system development life cycles and product development. No other source is capable of providing the aforementioned customization and 508 compliance support to meet VA's requirements.

6. Efforts to Obtain Competition: Market research was conducted, details of which are in the market research section of this document. This effort did not yield any additional sources that can meet the Government's requirements. It was determined however that limited competition is viable among authorized resellers for this brand name item. In accordance with FAR 5.301 and 16.505(b)(2), this action will be synopsisized at award on the Federal Business Opportunities Page (FBO) and the justification will be made publicly available.

7. Actions to Increase Competition: The Government will continue to conduct market research to ascertain if there are changes in the market place that would enable future actions to be competed.

8. Market Research: The Government's technical experts conducted market research by reviewing other similar software. This market research is an ongoing process starting in 2013 and continuously being conducted, as recently as December 2015. The other similar software reviewed included WorldSpace, Commonlook PDF Global Access, the Web Accessibility Tool Bar and Oracle Policy Automation/Oracle Services Cloud.

- a) WorldSpace is DeQue's enterprise-level accessibility auditing tool and provides automatic scanning of large websites; however, it is primarily focused on web accessibility and does not contain a repository for VA customized checklists, best practices, and processes.
- b) Commonlook PDF Global Access by NetCentricTechnologies provides an enterprise accessibility tool focused on the remediation of Microsoft documents. The tool does not provide automatic scanning of websites nor does it provide training options or reporting of compliance over time.
- c) The Web Accessibility Toolbar (WAT) from the Paciello Group is an excellent tool designed as a plugin to the web browser and assists in determining the accessibility of single web pages. It is not an efficient tool for testing multiple pages on large websites and only addresses web accessibility.
- d) Oracle Policy/Oracle Services Cloud is not a fully developed accessibility tool but rather a platform upon which a tool could be developed. Based on reviews of these products, the Government's technical experts determined that none of these products meet all of the

Government's requirements.

Additionally, VA networking Subject Matter Experts regularly review industry trade publications and conduct internet research to ascertain if any other brand name software is available. Based on all of these market research efforts, the Government's technical experts have determined that only the AMP tool produced by the SSB BART Group can meet all of VA's needs.

Furthermore, market research was conducted by the Contracting Office in December 2015 by issuing a Request for Information (RFI) on Federal Business Opportunities to ascertain if another tool was capable of meeting the requirements provided, which received a total of seven vendor submissions consisting of a total of three tools (WorldSpace produced by Deque Systems, AMP produced by SSB Bart Group and Oracle Policy Automation hosted on Oracle Services Cloud) of which only one tool

(AMP tool produced by SSB Bart Group) was capable of meeting all of the requirements as mentioned above, and other than SSB Bart Group, only three of the vendors that responded to the RFI are authorized resellers of AMP, two of which are T4 Prime Contract Holders.

9. Other Facts: None

---

Department of Veterans Affairs (VA) established a Section 508 Program Office within VA Central Office in order to provide accessible services, conformance testing solutions and innovative strategies for implementing the goals and objectives of the Section 508 legislation. Additionally, this Program Office helps to increase awareness of both accessibility issues and accessibility-related programs for internal and external VA stakeholders. The Section 508 Program Office manages the compliance of VA websites' HyperText Markup Language (HTML). This contract action will provide VA with enterprise licenses and maintenance for the accessibility compliance automated tool. Purchasing the enterprise licenses and installing them across the enterprise will allow VA to provide unlimited access to development teams and content providers, with the resulting 508-compliant websites available to VA internal users as well as Veterans. The period of performance for this effort will be 12-months from date of award followed by two 12-month option periods. Each period of performance includes optional tasks. The North American Industrial Classification (NAICS) for this effort is 541512.

This acquisition will be conducted on the basis of small business set-aside. The resultant contract will be firm fixed priced. A formal source selection process will be utilized and contract award will be based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government.

\*The Offeror's technical volume shall be a Section 508-compliant Adobe PDF document. PDF accessibility shall be ascertained by the VA via use of Adobe Acrobat Professional XI's "Accessibility Checker." Technical volumes not submitted in a 508-compliant Adobe PDF document will not be reviewed nor considered, and will be deemed to be unacceptable. \*

Questions/responses shall be submitted to the contract specialist by October 12, 2017 at 3PM ET at [Amanda.Bleses@va.gov](mailto:Amanda.Bleses@va.gov). The Points of Contact (POCs) for this action are Amanda Bleses, Contract Specialist, and Jan Oberdick, Contracting Officer, [Jan.Oberdick@va.gov](mailto:Jan.Oberdick@va.gov).

See attached document: VA118-18-R-0143.

See attached document: A1-PAST PERFORMANCE ASSESSMENT QUESTIONNAIRE.

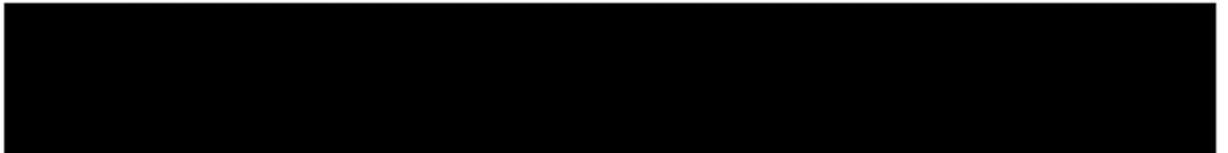
10. Technical and Requirements Certification: I certify that the supporting data under my cognizance, which are included in this justification, are accurate and complete to the best of my knowledge and belief.



11. Fair and Reasonable Cost Determination: I hereby determine that the anticipated price to the Government for this contract action will be fair and reasonable based on anticipated competition. Additionally, the successful proposal will be compared to the Independent Government Cost Estimate.



12. Procuring Contracting Officer Certification: I certify that this justification is accurate and complete to the best of my knowledge and belief. As this contract action does not exceed \$650,000, the certification below required by FAR 16.505(b)(2)(i)(C)(1) serves as approval.





**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**SIN 132-56 – HEALTH INFORMATION TECHNOLOGY SERVICES**

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**Technatomy Corporation**  
**3877 Fairfax Ridge Road, Suite 205C**  
**Fairfax, Virginia 22030**  
**Phone: (703) 268-5525**  
**Fax: (703) 268-5530**  
**Website: <http://www.technatomy.com>**

Contract Number: **GS-35F-0307M**

Period Covered by Contract: **2/28/2002 through 2/27/2022**

General Services Administration  
Federal Supply Service

Pricelist current through Modification # PS-0031, dated 05/12/17

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



## Table of Content

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	1
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)	8
TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES (SPECIAL ITEM NUMBER 132-56)	12
SIN 132-51 LABOR CATEGORY DESCRIPTIONS	15
SIN 132-56 LABOR CATEGORY DESCRIPTIONS	21
HOURLY PRICING - SIN 132-51	28
HOURLY PRICING - SIN 132-56	30
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	32



**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.



**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Technatomy Corporation  
3877 Fairfax Ridge Road, Suite 2  
Fairfax, Virginia 22030

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(703)268-5528

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 01-150-6149
- Block 30: Type of Contractor – B. Other Than Small Business
- Block 31: Woman-Owned Small Business - No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 54-2003301
- 4a. CAGE Code: 1TP60
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as mutually agreed upon by the contractor and the government.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**



All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$ 2,500.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

Special Item Number 132-56 – health Information Technology (IT) Services

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S.

Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might

the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

#### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

#### **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.



**19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

---

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.technatomy.com](http://www.technatomy.com)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).



**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)





**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

**9. INDEPENDENT CONTRACTOR**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or



(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.



**TERMS AND CONDITIONS APPLICABLE TO  
HEALTH INFORMATION TECHNOLOGY (IT) SERVICES  
(SPECIAL ITEM NUMBER 132-56)**

*Vendor suitability for offering services through the new Health IT SIN must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:*

- Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH)
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications
- Federal Information Security Management Act (FISMA) of 2002

**1. SCOPE**

- a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
- b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8).
- c. This SIN provides ordering activities with access to Health IT services.
- d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.
- e. The Contractor shall provide services at the Contractor’s facility and/or at the

**2. ORDER**

- a. Agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

**5. RESPONSIBILITIES OF THE CONTRACTOR**



The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

**6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Health IT Services.

**7. INDEPENDENT CONTRACTOR**

All Health IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

**8. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

**9. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

**10. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.



**11. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**12. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**13. DESCRIPTION OF IT SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.



**SIN 132-51 Labor Category Descriptions**

ITEM NUMBER	TITLE
GSA-001	PROJECT MANAGER / SENIOR BUSINESS ANALYST
<p><b>Minimum General Experience:</b> Eight (8) years of general IT experience and four (4) years of specialized experience in database centric solutions such as Oracle, e-commerce, data warehousing, knowledge management, ERP and other information systems.</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, manage the day to day activities associated with the design and development of information systems, manage development team and build collaborative environment with business users and management team, facilitate development of information system architecture, work with vendors to assist in the selection of system components, and develop project plan, and monitor and advise on the control of the project throughout project lifecycle. Technical responsibilities may include, system design, software development, database design, database administration, system maintenance and user support.</p>	
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSA-002	SENIOR BPR/APPLICATION ENGINEER
<p><b>Minimum General Experience:</b> Three (3) years experience in the BPR field in: applications development, systems analysis, database development and training or deployment of BPR systems</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, analyze and develop BPR systems including the on-site implementation of system and related user training. Responsibility may include the assessment necessary to plan and design a BPR to meet clients' requirements. Direct and perform extensive customization and applications interface programming on required hardware and software platforms as needed to provide integrated applications. May be required to develop modern business methods, identify best practices, and create and assess performance measurements.</p>	
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSA-003	ELECTRONIC DOCUMENT MANAGEMENT/KNOWLEDGE ENGINEER
<p><b>Minimum General Experience:</b> Two (2) years experience in the EDMS field in: applications development, systems analysis, database development and training or deployment of EDMS systems</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, analyze and develop EDMS systems including the on-site implementation of system and related user training. Responsibility may include the assessment necessary to plan and design an EDMS to meet clients' requirements. Direct and perform extensive customization and applications interface programming on required hardware and software platforms as</p>	

needed to provide integrated applications.
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSA-004	SYSTEMS ANALYST/COMPUTER PROGRAMMER
<b>Minimum General Experience:</b> Six (6) years experience in systems analysis and design techniques for computer information systems	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, perform, lead, and coordinate activities in such technical/functional areas as: requirements analysis, software design, database design, software development, software integration, software documentation, system test, evaluation, user training and other technically related tasks.	
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-005	BUSINESS ANALYST/FUNCTIONAL ANALYST II
<b>Minimum General Experience:</b> Five (5) years experience operations research, mathematics, computer science, cost accounting or related scientific or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, experience in the effective use of data provided by cost estimators to create overall cost versus benefit assessment while considering functional benefits, technical performance, risks, and schedule concerns. Responsibilities may include gathering business requirements and creating use cases, stories and wireframes. Analyze user needs, business and systems environments, technical context and system constraints to determine functional, cross-functional, and non-functional requirements. Analyze collected requirements, translate into business and technical IT solutions that meet all stakeholders' needs and expectations.	
<b>Minimum Education:</b> Bachelor's Degree in Operations Research, Mathematics, Computer Science, Cost Accounting or related scientific or technical field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-006	INSTALLATION ENGINEER I/PROJECT COORDINATOR I
<b>Minimum General Experience:</b> Ten (10) years experience computer science, electronics engineering or other engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, creating plans and approaches for executing product installation. Responsibilities may include working with site managers in execution of installations. Installing a variety of IT systems, networks, hardware and software in a variety of complex and simple installation sites. Identifying potential risks and creating strategies for mitigating risks. Oversees all aspects on an IT deployment ensuring full commissioning is completed.	

**Minimum Education:** Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSA-007	TEST ENGINEER I
<b>Minimum General Experience:</b> Five (5) years experience computer science, electronics engineering or other engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, working with developers, end users and organizations to create test plans and test scripts. Coordinate with test sites and other team participants to plan test events and create reports. Responsibilities may include tracking problems and reports on errors that are identified. Configure necessary hardware and operating environments as needed to complete assigned testing. Provide comprehensive technical expertise on IT products, operating systems, software, hardware, systems and networks and specialized environments. Writing or assisting in the development of test plans and test procedures. Manages defect database under the guidance of senior QA engineers.	
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-008	TEST ENGINEER II
<b>Minimum General Experience:</b> Three (3) years experience computer science, electronics engineering or other engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, coordination and execution of test events in accordance with approved test plans, procedures and scripts. Responsibilities may include ensures that test environments are set up accurately. Responsibilities may include creating test reports, testing IT hardware, software, systems and networks.	
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-009	SQA TESTER II
<b>Minimum General Experience:</b> Three (3) years experience software quality assurance and testing of legacy mainframe and/or web-based enterprise systems or other related engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, experience in the coordination and execution of test events in accordance with approved test plans, procedures and scripts. Responsibilities may include the ability to ensure that test environments are set up accurately. Create test reports, test IT hardware, software, systems and networks. Utilizes appropriate test methodologies, analyzes testing requirements as the basis for developing testing scenarios for a test level to be executed. Designs testing scenarios and test cases that will demonstrate conformance to all functional and non-functional requirements, relative to the test level as defined in the business or technical specifications. Gathers and analyzes quality statistics to determine trends and documents findings. Performs quality reviews of software to measure performance against	

requirements and procedures and advises SQA Manager in preparing action plan following each quality review.
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSA-010	APPLICATION ENGINEER I
<b>Minimum General Experience:</b> Eight (8) years experience computer science, electronics engineering or other related engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to creating logical and functional software code in a variety of languages. Understanding and articulating the benefits and risks associated with different coding languages in different functional environments. Responsibilities may include completing development tasks to implement technologies such as multi-threading and parallel programming handling; formulating and defining existing C# .Net Web applications and transforms designs into the desired future state. Develops innovative solutions to complex problems; translates project requirements into system understanding.	
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-011	NETWORK ENGINEER I
<b>Minimum General Experience:</b> Nine (9) years experience computer science, electronics engineering or other engineering or technical discipline.	
<b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to plans, supports and evaluates complex existing network systems and provides recommendations for resources required to maintain and/or expand service levels. Provides highly skilled technical assistance in network planning, engineering and architecture. Responsibilities may include providing and developing technical standards and interface applications, identify and evaluate new products and provide solutions for network problems. Interface with internal/external customers and vendors to determine system needs. Plan and incorporate how new network resources and applications will exist on the network. Provide monthly metrics for network availability and bandwidth usage as well as other metrics as requested. Network capacity planning, use of network management tools to discover, map and maintain network. Network equipment OS and version upgrades. Conducts research of new technologies and implementation strategies. Monitors and maintains network interfaces to insure high level performance and makes modifications and enhancements as needed. Documents procedures and keeping network diagrams and related material up to date. Handles escalated user problems, questions, and request on network issues. Leads and directs work of other Network Engineers.	
<b>Minimum Education:</b> Bachelor's Degree in Computer Science, Computer Engineering, Electrical Engineering or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSA-012	NETWORK ENGINEER II

<p><b>Minimum General Experience:</b> Six (6) years experience computer science, electronics engineering or other engineering or technical discipline.</p>
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to plans, supports and evaluates complex existing network systems and provides recommendations for resources required to maintain and/or expand service levels. Responsibilities may include providing and developing technical standards and interface applications, identify and evaluate new products and provide solutions for network problems. Interface with internal/external customers and vendors to determine system needs. Plan and incorporate how new network resources and applications will exist on the network. Provide monthly metrics for network availability and bandwidth usage as well as other metrics as requested. Network capacity planning, use of network management tools to discover, map and maintain network. Network equipment OS and version upgrades. Conducts research of new technologies and implementation strategies. Monitors and maintains network interfaces to insure high level performance and makes modifications and enhancements as needed. Documents procedures and keeping network diagrams and related material up to date. Handles escalated user problems, questions, and request on network issues.</p>
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Computer Engineering, Electrical Engineering or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>

ITEM NUMBER	TITLE
GSA-013	SYSTEMS ENGINEER I
<p><b>Minimum General Experience:</b> Four (4) years experience computer science, system engineering or other engineering or technical discipline.</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to technical support in system architecture, system design, system integration and technical management. Responsibilities may include assisting in providing technical input to the systems engineering process. Provide requirements analysis. Prepare and present systems assurance reviews. Identify requirements and deficiencies in hardware and software products. Advises customer in product selection and use, capacity planning operations and performance management. Provide guidance to ensure engineering policies and standards are applied across the development, deployment and operation of tools and services</p>	
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Computer Information Systems or relevant technical or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSA-014	APPLICATION DEVELOPER II
<p><b>Minimum General Experience:</b> Seven (7) years experience computer science, electronics engineering or other engineering or technical discipline.</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, creating logical and functional software code in a variety of languages, understanding and articulating the benefits and risks associated with different coding languages in different functional environments. Reacting to problems and correcting the program as necessary.</p>	
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Computer Engineering, Electrical Engineering or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

experience).

ITEM NUMBER	TITLE
GSA-015	APPLICATION DEVELOPER III
<p><b>Minimum General Experience:</b> Five (5) years experience computer science, electronics engineering or other engineering or technical discipline.</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, designing and developing Internet applications using JAVA or other advanced Internet development codes. Developing and maintaining database management systems. Responsibilities may include performing requirements analysis, design, develop tests, debugs and maintains Internet applications. Prepare required documentation; streamlines software to improve efficiency, provides technical direction to other programmers and may lead/ design/programming teams.</p>	
<p><b>Minimum Education:</b> Bachelor's Degree in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSA-016	TECHNICAL WRITER II
<p><b>Minimum General Experience:</b> Three (3) years experience writing technical documentation such as user manuals, installation guides and release notes or other related technical discipline.</p>	
<p><b>Functional Responsibility:</b> Functional responsibilities include, but are not limited to, explaining highly technical data and information in simplistic grade school language for end users of complex IT systems and projects. Ability to use a variety of word processing, spreadsheet, graphics and scheduling tools. Able to gather and convert data into a written narrative. Provide document versioning requirements, file naming conventions, process draft deliverable or reports into required formats, provide presentation development support, process mapping support, as well as support all written communications efforts and coordination with standard document templates.</p>	
<p><b>Minimum Education:</b> Associates Degree or 2 year technical school in computer science, electronics engineering or relevant technical, engineering or scientific technical field (or equivalent combination of education and related IT experience).</p>	



**SIN 132-56 Labor Category Descriptions**

ITEM NUMBER	TITLE
GSAHIT-001	HIT APPLICATION/BUSINESS ANALYST
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Application/Business Analyst should possess health related IT experience in the analysis, design, and integration of information systems and commercial-off-the-shelf (COTS) and development software. Should be well versed in understanding structured analysis and design methodologies for the translation of systems requirements from business needs with a proven track record. May be able to evaluate cost factors and risk.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-002	HIT CONFIGURATION/RELEASE MANAGER
<b>Minimum General Experience:</b> 7 years	
<b>Functional Responsibility:</b> A HIT Configuration/Release Manager should have experience and be able to develop, document, and implement detailed plans for ensuring configuration control for health related IT programs, projects, and tasks. When issues arise, should be able to identify and implement solutions. Maintain thorough records and documentation to ensure accurate product builds, part ordering and product and/or software updates. Should have experience in management of individual releases of software, hardware or other system components. Should have experience in coordinating with QA, Development, packaging and hardware teams. The release manager should have experience in documenting releases, risks and in maintaining the schedule of planned releases.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-003	HIT CYBER SECURITY ENGINEER
<b>Minimum General Experience:</b> 7 years	
<b>Functional Responsibility:</b> A HIT Cyber Security Engineer has extensive IT experience in all aspects of Cyber Security with a vast array of healthcare oriented IT systems involving end user as well as enterprise level networks. Experience in designing and implementing systems that meet agency Cyber Security policy and regulations. Should have extensive experience in Cyber Security Tools, network topologies, intrusion detection, PKI, and secured networks.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical,	

engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSAHIT-004	HIT DATABASE ADMINISTRATOR
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Database Administrator can create, implement and manage expansive database administration programs concerning health IT systems. Has experience in reviewing database performance trends, and identifying opportunities for improvement.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-005	HIT DEVELOPER
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Developer should be able to create logical and functional software code in a variety of languages that address health IT systems. Should have experience in understanding and articulating the benefits and risks associated with different coding languages in different functional environments. Should have experience reacting to problems and correcting the program as necessary.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-006	HIT FUNCTIONAL ANALYST
<b>Minimum General Experience:</b> 6 years	
<b>Functional Responsibility:</b> A HIT Functional Analyst should have significant experience with the analysis of health IT business, functional, technical, activities, and events. Is responsible for working with users and customers to document and strategize for process improvements for current business processes (business process reengineering). Responsible for providing market research on conditions that impact the overall operational efficiency of an organization and identifying symptoms for process improvement. Should have deep knowledge of process and risks	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	



ITEM NUMBER	TITLE
GSAHIT-007	HIT INTEGRATION ENGINEER
<b>Minimum General Experience:</b> 7 years	
<b>Functional Responsibility:</b> A HIT Integration Engineer should have experience in the creation of strategies and plans for integration of multiple health IT systems/subsystems into an operational unit, ensuring full functional and performance capabilities are retained. The integration engineer should be experienced in introducing new hardware or software into a new or existing environment while minimizing disruption and mitigating risks.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-008	HIT NETWORK ENGINEER
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Network Engineer plans, supports and evaluates complex existing network systems and make recommendations for resources required to maintain and/or expand service levels concerning health IT systems. This resource will provide highly skilled technical assistance in network planning, engineering and architecture. Also provides and develops technical standards and interface applications; identifies and evaluates new products; provide solutions for network problems. Interfaces with internal/external customers and vendors to determine system needs. Plans and incorporates how new network resources and applications will exist on the network. Provide monthly metrics for network availability and bandwidth usage as well as other metrics as requested. Responsible for network capacity planning. Use network management tools to discover, map and maintain the network. Responsible for network equipment OS and version upgrades. Responsible for conducting research of new technologies and implementation strategies. Monitor and maintain network interfaces to insure its highest level of performance and makes modifications and enhancements as needed. Responsible for documenting procedures and keeping network diagrams and related material up to date. Handle escalated user problems, questions, and request on network issues. Work with other groups within IS to resolve network related issues as needed. Leads and directs work of other Network Engineers.	
<b>Minimum Education:</b> Associate's Degree	

ITEM NUMBER	TITLE
GSAHIT-009	HIT PROCESS ANALYST
<b>Minimum General Experience:</b> 7 years	
<b>Functional Responsibility:</b> A HIT Process Analyst has experience gathering, compiling, and analyzing business process data specifically as it relates to health IT systems and the business systems that rely on IT; Has a thorough understanding on how to identify trends, errors, and missing data. Can reliably create alternate depictions of data to identify and highlight issues. Can clearly summarize findings in summary reports. Can create and document to-be process benefits in graphic, narrative and oral formats.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical,	

engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSAHIT-010	HIT PROGRAM ANALYST
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Program Analyst should have knowledge in how to plan, analyze and evaluate the effectiveness of health IT operating programs. Should be able to use source data to evaluate the effectiveness of programs and business processes. Should be able to use qualitative and quantitative analytical skills to assess the effectiveness of the operations. Senior PA should be able to effectively manipulate data to present program status and make recommendations on improving business processes.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-011	HIT PROGRAM MANAGER
<b>Minimum General Experience:</b> 6 years	
<b>Functional Responsibility:</b> A HIT Program Manager should have experience with diverse health IT projects both large and small. Should be well versed in full systems development life cycle, enterprise wide network engineering, strategic information planning, business process reengineering, structure and management practices. Should be able to identify and mitigate risks to the program. Should be able to manage to cost, schedule and performance.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-012	HIT PROJECT MANAGER
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT Project Manager should have experience managing health Information Technology related projects. Should be well versed in life cycle and project management methodologies. Should have experience in tracking costs, schedule and performance progress. Should be able to identify and mitigate risks.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	



ITEM NUMBER	TITLE
GSAHIT-013	HIT QA MANAGER
<b>Minimum General Experience:</b> 7 years	
<b>Functional Responsibility:</b> The HIT QA Manager should have experience in creating and implementing a detailed plan to ensure overall quality of health IT products, services and systems. They should have experience in resolving all project or program release problems and take corrective action, escalating as needed, to resolve and achieve results. They should also have experience in assuring the viability, functionality and effectiveness of essential tools.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-014	HIT SECURITY ANALYST/TECHNICIAN
<b>Minimum General Experience:</b> 6 years	
<b>Functional Responsibility:</b> A HIT Security Analyst/Technician has experience in implementing health IT security solutions and assure successful implementation. Has knowledge of security principles, policy and regulations. IT experience with Cyber Security document management and familiar with security and privacy rules.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	

ITEM NUMBER	TITLE
GSAHIT-015	HIT SYSTEM ADMINISTRATOR
<b>Minimum General Experience:</b> 5 years	
<b>Functional Responsibility:</b> A HIT System Administrator has the thorough knowledge to create plans to assure effective management, operations, and maintenance of health IT systems and/or networks. Manages teams of system admins and is able to prioritize work and identify high risk critical problems and dedicate appropriate resources. Ha extensive knowledge of a wide variety of systems and networks to include high volume/high availability systems.	
<b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).	



ITEM NUMBER	TITLE
GSAHIT-016	HIT SYSTEM ARCHITECT
<b>Minimum General Experience:</b> 6 years	
<p><b>Functional Responsibility:</b> A HIT System Administrator has the thorough knowledge to create plans to assure effective management, operations, and maintenance of health IT systems and/or networks. Manages teams of system admins and is able to prioritize work and identify high risk critical problems and dedicate appropriate resources. Has extensive knowledge of a wide variety of systems and networks to include high volume/high availability systems.</p>	
<p><b>Minimum Education:</b> Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSAHIT-017	HIT SUBJECT MATTER EXPERT
<b>Minimum General Experience:</b> 7 years	
<p><b>Functional Responsibility:</b> A HIT Subject Matter Expert should have extensive experience in the coordination of program and project leaders to identify requirements for system architecture concerning health IT systems. Should be able to identify strategies for addressing requirements. Should have extensive experience with analysis of requirements against fiscal, schedule, and performance issues. Has extensive experience in taking program requirements and is able to create an architecture vision having experience in high volume and high availability networks and systems. Experience in creating and conveying to team members the architectural vision for a program or project. Is responsible for dictating design choices to software developers, including but not limited to: platforms, coding and technical levels. Experience in establishing and enforcing standards and practices. Overseeing the development team, he manages the full life cycle of the software development process. Has extensive software development experience and thorough knowledge of a variety of programming languages and logic.</p>	
<p><b>Minimum Education:</b> Master of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).</p>	

ITEM NUMBER	TITLE
GSAHIT-018	HIT TECHNICAL WRITER
<b>Minimum General Experience:</b> 5 years	
<p><b>Functional Responsibility:</b> A HIT Technical Writer should have experience in editing health IT related narrative and graphic products to identify and correct grammatical formatting and logic errors and to identify logical inconsistencies that will require author attention. Should have experience in the application a variety of word processing, spreadsheet, graphics, and scheduling tools. Should have experience in meeting with authors and other team representatives to review documents, compile inputs/corrections, resolve incompatible comments, and provide final publishable documentation. Should have experience in explaining in simple language scientific and technical ideas that are difficult for the average reader to understand.</p>	



**Minimum Education:** Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSAHIT-019	HIT TEST ENGINEER

**Minimum General Experience:** 5 years

**Functional Responsibility:** A HIT Test Engineer should have experience working with developers, end users and organizations to create health IT systems test plans and test scripts. Coordinate with test sites and other team participants to plan test events. Experience in creating reports. Tracks problems and reports on errors that are identified. Should have experience with configuring necessary hardware and operating environments as needed to complete assigned testing. Should have comprehensive technical expertise on IT products, operating systems, software, hardware, systems and networks and specialized environments. Should have experience in writing or assisting in the development of test plans and test procedures. Should manage the defect database under the guidance of senior QA engineers.

**Minimum Education:** Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).

ITEM NUMBER	TITLE
GSAHIT-020	HIT TRAINER

**Minimum General Experience:** 5 years

**Functional Responsibility:** A HIT Trainer should have experience in coordinating multiple health IT related training programs, conducting live training, including complex IT technical training and utilizing multiple training techniques and tools with various media with multiple student skill levels and class sizes.

**Minimum Education:** Bachelor of Science in Computer Science, Information Systems, or relevant technical, engineering or scientific field (or equivalent combination of education and related IT experience).



**Hourly Pricing - SIN 132-51**

Item Number	Labor Category	Effective 02/28/2017 - 02/27/2018	Effective 02/28/2018 - 02/27/2019	Effective 02/28/2019 - 02/27/2020	Effective 02/28/2020 - 02/27/2021	Effective 02/28/2021 - 02/27/2022
GSA-001	Project Manager / Senior Business Analyst	\$169.97	\$172.52	\$175.11	\$177.74	\$180.40
GSA-002	Senior BPR / Application Engineer	\$132.48	\$134.46	\$136.48	\$138.53	\$140.61
GSA-003	Electronic Document Management / Knowledge Engineer	\$132.48	\$134.46	\$136.48	\$138.53	\$140.61
GSA-004	Systems Analyst / Computer Programmer	\$98.36	\$99.84	\$101.34	\$102.86	\$104.40
GSA-005	Business Analyst / Functional Analyst II	\$90.50	\$91.85	\$93.23	\$94.63	\$96.05
GSA-006	Installation Engineer I / Project Coordinator I	\$92.62	\$94.01	\$95.42	\$96.85	\$98.30
GSA-007	Test Engineer I	\$89.96	\$91.31	\$92.68	\$94.07	\$95.48
GSA-008	Test Engineer II	\$74.21	\$75.32	\$76.45	\$77.60	\$78.76
GSA-009	SQA Tester II	\$74.06	\$75.18	\$76.30	\$77.45	\$78.61
GSA-010	Application Engineer I	\$88.89	\$90.23	\$91.58	\$92.95	\$94.35
GSA-011	Network Engineer I	\$131.16	\$133.13	\$135.12	\$137.15	\$139.21
GSA-012	Network Engineer II	\$116.58	\$118.33	\$120.11	\$121.91	\$123.74
GSA-013	Systems Engineer I	\$118.53	\$120.31	\$122.11	\$123.95	\$125.81
GSA-014	Application Developer II	\$108.68	\$110.31	\$111.96	\$113.64	\$115.34



**TECHNATOMY CORPORATION - GSA SCHEDULE 70 PRICELIST**

GSA-015	Application Developer III	\$91.29	\$92.66	\$94.05	\$95.46	\$96.89
GSA-016	Technical Writer II	\$70.73	\$71.79	\$72.86	\$73.96	\$75.07



**Hourly Pricing - SIN 132-56**

<b>Item Number</b>	<b>Labor Category</b>	<b>Hourly Rate W/IFF</b>
GSAHIT-001	HIT Application/Business Analyst	\$109.90
GSAHIT -002	HIT Configuration/Release Manager	\$187.71
GSAHIT -003	HIT Cyber Security Engineer	\$205.66
GSAHIT -004	HIT Database Administrator	\$162.68
GSAHIT -005	HIT Developer	\$95.14
GSAHIT -006	HIT Functional Analyst	\$118.27
GSAHIT -007	HIT Integration Engineer	\$144.96
GSAHIT -008	HIT Network Engineer	\$74.38
GSAHIT -009	HIT Process Analyst	\$172.70
GSAHIT -010	HIT Program Analyst	\$93.99
GSAHIT -011	HIT Program Manager	\$116.55
GSAHIT -012	HIT Project Manager	\$102.43
GSAHIT -013	HIT QA Manager	\$156.31
GSAHIT -014	HIT Security Analyst/Technician	\$132.92



GSAHIT -015	HIT System Administrator	\$85.06
GSAHIT -016	HIT System Architect	\$125.32
GSAHIT -017	HIT Subject Matter Expert	\$222.90
GSAHIT -018	HIT Technical Writer	\$80.97
GSAHIT -019	HIT Test Engineer	\$80.37
GSAHIT -020	HIT Trainer	\$83.55



**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Nadeem Butler at (703) 268-5525 or [nbutler@technatomy.com](mailto:nbutler@technatomy.com), fax: (703)268-5529.





BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;



- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

## **References/Affiliate Support Materials**



**My Blind Spot<sup>®</sup>**

INSPIRING ACCESSIBILITY FOR ALL

[MyBlindSpot.org](http://MyBlindSpot.org)

# My Blind Spot

**My Blind Spot's mission is to inspire accessibility for people of ALL abilities.**

**We believe people with disabilities have an absolute right to barrier free access to employment, education, recreation, and independent living opportunities. This is why we advocate for and work nonnegotiablely to infuse inclusive digital design into corporate and social cultures. As a forward-thinking New York based nonprofit, driven by our mission and beliefs, My Blind Spot works with governmental agencies, corporations, and community based organizations to create inclusive design practices that ensure accessible, usable and functional digital environments for all.**

**Our partners who are committed to accessibility and inclusion become truly disability ready. We have experience-driven services to guide organizational disability-awareness, inclusive policies, IT procurement practices, accessibility auditing, training and testing, customer-facing accessibility statements, support for addressing customers with disabilities, building organizational accessibility "maturity" in both process and knowledge, workplace tools assessment, and risk reduction.**

**We know accessibility. We live and breathe inclusion. And our team of certified accessibility professionals will help your organization with the whys of inclusive digital design and how to do it right.**



# Our Services:

## **Introduction to Accessibility Governance and Best Practices for Executives -**

MBS will share the business case for inclusive digital design with executive management teams, highlighting the benefits in product innovation, customer satisfaction, employee morale, brand reputation, and talent acquisition.

## **Accessibility Management and Testing -**

Our experienced staff of accessibility program managers and technical experts, including professionals who are themselves “disabled,” guide organizations in setting up, executing and tracking inclusive design across any organizational structure in order to achieve real results quickly and easily.

## **Accessibility Program Management -**

The MBS AccessAbility testing team evaluates websites, software products, and mobile applications to ensure organizations understand where usability problems may exist for people with disabilities. We document the accessibility violations and offer guidance on how to bake inclusive design into all phases of the development process.

## **Usability Testing -**

MBS offers usability testing relying on individuals with disabilities to provide real-world feedback from end users. This hands-on approach allows us to compile and prioritize data ensuring the accessibility and usability of all our clients’ digital platforms reducing risk to litigation.

## **Vetting and Qualifying Outsourcing Partners -**

MBS will assess, audit and check for third party contractors’, vendors’ or consultants’ level of ability in delivering inclusive solutions to complement our client’s commitment to inclusively designed digital platforms. Third party procurement partners who are left unchecked for compliance could have adverse effects on the usability, accessibility and functionality of an organizations digital offering.

## **Ongoing Detailed Customized Reports and Maintenance -**

As websites, mobile apps and digital platforms require frequent updates, the MBS AccessAbility testing team provides ongoing monitoring, testing and remediation for your evolving digital offerings. This service includes a regularly updated certificate of compliance, verifying and validating your digital platforms meet WCAG 2.0 AA accessibility standards.

## **Accessibility Policy and Statement Development -**

MBS guides clients in the development of public-facing Accessibility Statements, internal accessibility policies, and procedural guidelines to be implemented in a phased approach.

## **Customer Support Training in Disability Awareness -**

MBS offers training for Customer Support associates having direct interactions with end users with disabilities. MBS can also serve as our client’s Disability Customer Service Associate team, fielding all inquiries from the consumers with disabilities, until focused training is completed.

**Accessibility compliance should not be your exclusive goal. The real goal is a thoughtful and universally inclusive set of business principles and processes that impact consumers and employees of ALL abilities.**



## Business Drivers for Accessibility -

Since the rise of the Internet in the 1990s, most businesses have established an online presence to sell their products and services. Unfortunately, this digital migration has unintentionally created new barriers for many users with disabilities. Over the past two decades, **legislation, lawsuits, and settlements** have worked **slowly to improve equal access** to the web and other infrastructures. Additionally, some organizations have come to recognize that persons with disabilities **represent an important market and employee labor force**. But there is much work still to be done!



## Market Potential -

- Globally, the estimated population of people with disabilities is 1.3 billion, constituting an emerging market larger than the size of China. MBS advocates for true inclusion for people with a print disability who are individuals living with vision, hearing, speech, physical, cognition and neurological challenges.
- Their friends and families constitute a global population of 2.3 billion people, often acting on their emotional connection to the disabled community.
- Globally, PWD have a collective discretionary spending power over **US\$8 trillion**, with **US\$4 trillion** of that power in the US.
- In the USA, PWD have US\$175 billion of disposable income.
- Approximately 75% of disabled consumers will walk from a business because of **inaccessibility**.
- According to a recent study sponsored by the National Business and Disability Council: “Nearly all consumers (90%) would be more likely to **support a business** that takes steps to ensure easy access for people with disabilities at their physical locations and websites.”
- As the Baby Boomers continue to age, the range of disabilities that can impact their ability to utilize technology is growing.
- In most large companies, 10-12% of the workforce will have a disability: most will have non-visible impairments.

Sources: *The Return on Disability Group, Data and Strategy Survey*, *Cyngal, U.K. Labor Force Survey*

## Legislation/Standards

Worldwide legislation and standards have been evolving over many years to provide guidance to organizations on those requirements of providing equal access to digital content for persons with disabilities.

They include:

- **Americans with Disabilities Act (ADA)** and **UN Convention on the Rights of Persons with Disabilities (UNCRPD)**
- **US Rehabilitation Act: Section 503** (federal government contractors), **Section 504** (rights in education, employment and other settings) and **Section 508** (requirements for electronic and information technology developed, maintained, procured, or used by the Federal government)
- **EN 301-549** established a comprehensive set of accessibility requirements for public procurement of ICT products and services in Europe and is being considered as an international standard.
- **W3C's Web Content Accessibility Guidelines (WCAG)** for international standards
- **Air Carrier Access Act (ACAA)**: Department of Transportation legislation requiring all airline websites to meet the WCAG 2.0 AA standards.
- **21st Century Communications and Video Accessibility Act (CVAA)**: FCC legislation requiring communications services and products to be accessible to people with disabilities.

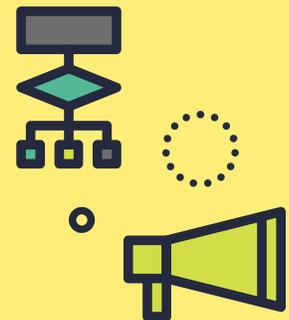


## Digital Risk Management

Over the last 15 years, the number of complaints resulting in litigation or structured settlements has **increased**. These complaints are driven by people with disabilities being barred from **accessing websites, mobile apps, learning management systems, internal employee systems, electronic documentation and other digital content** critical to an organization's employees or consumer end user experiences. Precedents have been set across all organization types including corporations, community based organizations, and governmental agencies including federal, state, county and local.

**Contact us for additional details relating to your industry and how the legislation and standards impact you.**

**access=ability**  
infinite possibilities





**Our Mission:**  
**To inspire accessibility  
for people of all abilities.**

**Join our TEAM.  
Together  
Everyone  
Achieves  
More.**

My Blind Spot invites you to join us on life's journey as we work to advance our mission and vision of a truly inclusive world for our friends, family and colleagues with a disability. Whether you are looking to volunteer as a web usability tester, lend your professional services or expertise, or serve on our board, there are many ways to get involved to help ensure a global society that is digitally inclusive for everyone. Please visit our website, [MyBlindSpot.org](http://MyBlindSpot.org) for more information.

**Contact us to arrange a meeting to discuss how My Blind Spot can help you achieve more by developing a smarter approach to inclusion for your employees and consumers who have a disability.**

## **MY BLIND SPOT, INC.**

### **NYC Office**

90 Broad Street – 18th Fl  
New York, New York 10004  
Tel: 212.363.0330

### **Long Island Office**

175 West Main Street, Suite 3  
Babylon, N.Y. 11702  
Tel: 631.620.3483  
Fax: 631.620.3481

**EMAIL:** [info@myblindspot.org](mailto:info@myblindspot.org)

**WEBSITE:** [MyBlindSpot.org](http://MyBlindSpot.org)





# My Blind Spot®

INSPIRING ACCESSIBILITY FOR ALL

## Our Services



### **My Blind Spot's mission is to inspire accessibility for people of ALL abilities.**

My Blind Spot provides holistic accessibility governance services, inclusive digital design, and development solutions to our corporate, governmental, and community based partners. Our website and mobile app remediation, Executive, IT, and employee team trainings, and accessibility quality assurance testing services helps your organization meet federal and state law, specifically, Titles II and III of the Americans with Disabilities Act of 1990, Sections 508, 504 and 503 of the Rehab Act of 1973, and best practices and protocols as outlined by the Worldwide Consortium for Accessibility Governance, WCAG 2.0 AA.

Our partners who are committed to accessibility and inclusion become truly disability ready. We have experience-driven services to guide organizational disability-awareness, inclusive policies, IT procurement practices, accessibility auditing, training and testing, customer-facing accessibility statements, support for addressing customers with disabilities, building organizational accessibility "maturity" in both process and knowledge, workplace tools assessment, and risk reduction.

We know accessibility. We live and breathe inclusion. And our team of certified accessibility professionals will help your organization with the whys of inclusive digital design and how to do it right.

Below is an overview of our services available to corporations, governmental agencies, and community-based organizations:

### **Introduction to Accessibility Governance and Best Practices for Executives -**

Industry executives are often not aware of the business advantages that can be achieved when accessibility is considered for both end users and employees. MBS will share the business case for inclusive digital design with executive management teams, highlighting the benefits in product innovation, end user satisfaction, employee morale, brand reputation, and talent acquisition. We will provide data as well as real-world examples of organizations that have been successful in making authentic digital inclusion part of their "organizational DNA". We have found that once top executive leadership understand the benefits of accessibility, they are excited to sponsor initiatives to improve products, websites, and mobile applications, as well as ensure true and complete inclusion for employees with disabilities.

### **Accessibility Program Management -**

At MBS, we understand many organizations don't know exactly where to start or how to coordinate inclusive design efforts across various teams and business units. Our experienced staff of accessibility program managers and technical experts, including professionals who are themselves "disabled", guide organizations in setting up, executing and tracking inclusive design across any organizational structure to achieve real results quickly and easily. This approach ensures inclusive digital design is sustainably infused into the "DNA" of your organizational culture.

### **Accessibility Evaluation & Testing -**

The MBS AccessAbility testing team evaluates websites, mobile apps, and software programs, using a combination of automated testing and manual usability testing. After identifying any accessibility violations, we deliver a prioritized, comprehensive report, and teach your design and development teams how to bake inclusive design into all phases of the development process.

## Usability Testing -

Combining manual and automated usability testing is the paramount method to ensure attainment of accessibility standards, mandates, and reduce risk/exposure to litigation. The MBS AccessAbility testing team, who are also stakeholders in the outcomes, ensure your organization's digital offerings meet accessibility and usability standards prior to taking anything live. If your organization wants to hire internal accessibility and usability testers, MBS will help recruit, train, and certify employees who happen to have a disability ensuring they are ready to work on-site or remotely.

## Vetting and Qualifying Outsourcing Partners -

MBS assesses, audits and checks third party contractors', vendors' and consultants' level of understanding and expertise in delivering inclusive solutions as mandated for digital platforms, software programs or hardware. Third party procurement partners left unchecked for compliance could leave organizations committed to digital inclusion vulnerable to violating the standards as set forth under the law.

## Ongoing Detailed Customized Reports and Maintenance -

As websites, mobile apps and digital platforms require frequent updates, the MBS AccessAbility testing team provides ongoing monitoring, testing and remediation for your evolving digital offerings. This service includes a regularly updated certificate of compliance, verifying and validating your digital platforms meet WCAG 2.0 AA accessibility standards.

## Accessibility Policy and Statement Development -

MBS guides organizations in the formulation and development of internal accessibility policies and procedural guidelines. We also help create and develop public Facing Accessibility Statements, to establish organizational commitments of accessibility, and provide helpful information to end users with disabilities.

## Customer Support Training and Disability Awareness -

MBS offers training for Customer Support associates having direct interactions with and inquiries from end users with disabilities. We help develop awareness and sensitivity trainings, based in universal empathy and respect for people of ALL abilities, to give front-line employees confidence and ability to handle all customers and consumers with respect. MBS can serve as an organizations Disability Customer Service Division, fielding all inquiries from the end users with disabilities, until focused training is implemented and completed. Our network of partnerships within the industry and the community affords MBS avenues for introducing our clients to professional, qualified and adept candidates who would be trained to support all clients universally and respectfully.

**Our holistic approach to inclusion for people of all abilities will position your organization in providing end user experiences that afford and ensure equal access to digitized information and communications, internal and external digital portals, mobile apps, software programs and digital offerings, thereby allowing all individuals to execute in the workplace, in their schools, in their communities, and in life.**



---

## MY BLIND SPOT, INC.

### NYC Office

90 Broad Street – 18th Fl  
New York, New York 10004  
Tel: 212.363.0330

### Long Island Office

175 West Main Street, Suite 3  
Babylon, N.Y. 11702  
Tel: 631.620.3483  
Fax: 631.620.3481

**EMAIL:** [info@myblindspot.org](mailto:info@myblindspot.org)

**WEBSITE:** [MyBlindSpot.org](http://MyBlindSpot.org)

**access=ability**  
infinite possibilities

**MBS References:**

Vincent Benefico  
Executive Director | Client Solutions  
Morgan Stanley Wealth Management  
2000 Westchester Ave. Purchase NY 10577  
Direct: 914-225-9738  
Cell: 203-219-7476  
[Vincent.Benefico@morganstanley.com](mailto:Vincent.Benefico@morganstanley.com)

Deirdre O'Connor  
Vice President, Product Management at Morgan Stanley  
Morgan Stanley - Corporate Equity Solutions - Global Stock Plan division  
1 New York Plaza 38th Fl., New York, NY 10004  
Direct: 646.536.0440  
Cell: 646.717.0291  
[Deirdre.O'Connor1@morganstanley.com](mailto:Deirdre.O'Connor1@morganstanley.com)

Mike Foti  
Director – Online Content Operations  
Digital Products and Experience / Web Ops  
Altice USA  
1111 Stewart Ave.  
Bethpage, NY 11714  
Direct: 516.803.9316  
[michael.foti@alticeusa.com](mailto:michael.foti@alticeusa.com)

Douglas Miller  
Suffolk County Department of Information Technology  
Phone #: 631-853-4758  
Cell #: 631-220-9235  
Email: [Douglas.Miller@suffolkcountynyny.gov](mailto:Douglas.Miller@suffolkcountynyny.gov)

Ted Drake  
Principal Engineer, Intuit Accessibility  
Work Phone: (650) 944-5265  
Cell Phone: (650) 245-4825 | [ted\\_drake@intuit.com](mailto:ted_drake@intuit.com)  
Ted Drake [Ted\\_Drake@intuit.com](mailto:Ted_Drake@intuit.com)

Susan Olivo  
Executive Director  
Reader's Digest Partners for Sight Foundation  
118 North Bedford Road, Suite 100  
Mt. Kisco, NY 10549  
[susan@partnersforsight.org](mailto:susan@partnersforsight.org)  
Direct: 914.517.757

