



# Procedure 720.2A Accessible Technology Procurement Procedures

## *Policy 720 - Accessible Technology*

### **Requirements**

LCC has established the following procedures to meet the requirements of LCC Policy 720 as it relates to the procurement and use of accessible technology:

1. When an employee wants to purchase a technology application, product, or service, he or she should submit a Technology Request to IT Services.
2. If a technology application, product, or service has already been identified to purchase, the requester should provide the contractor or vendor with a copy of the LCC Vendor Requirements for Accessibility Compliance and ask them to provide documentation that demonstrates the product or service meets the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards. This can be accomplished by:
  - a. Providing an independent third party evaluation from an accessibility consultancy. An organization like Criterion 508 Solutions can be used to test and verify products.
  - b. Completing Lower Columbia College's Accessibility Checklist.
  - c. Providing a completed Voluntary Product Accessibility Template (VPAT). If a VPAT is used, it must use the VPAT 2.3 format, which is based on WCAG 2.1 Level AA. The VPAT 2.3 template is available from the Information Technology Industry (ITI) Council.

## Additional Testing/Requirements

Additional testing and requirements may be necessary to verify the accuracy of the completed checklist or VPAT statement.

3. IT Services will review the request to determine whether a workable solution is already available and whether the request is compatible with the college's systems and standards.
4. If a workable solution has not already been implemented, the college's Technology Accessibility Coordinator (TAC) will coordinate a review of the application, product, or service to determine whether it complies with Federal and State policies and laws pertaining to accessibility. The TAC will inform the requester within 30 business days of (1) receiving a valid form of documentation listed in step 2 above, and (2) being given access to the product to review and test whether the product meets accessibility regulations and standards.
5. If the request does not meet the required accessibility standards, the requester must attempt to find a solution that does meet the required accessibility standards. The requester may seek assistance from IT Services (ITS), Disabilities Support Services (DSS), or the college's Finance department to locate another contractor or vendor who can provide an accessible solution.
6. If no accessible solution is available, the requester may submit a Request for an Accessibility Exemption to the TAC. The exemption request should include:
  - a. Documentation that an alternative solution was unable to be found
  - b. A description of any access barriers expected to result from the non-compliance
  - c. A list of accommodations that will be made available to overcome any barriers to accessibility and provide equivalent access.
7. The TAC will coordinate a formal exemption request per Federal and State policies and guidelines. The TAC will notify the requester of the final decision within 15 business days of receiving the response to the exemption request from the approving agency. The TAC will also maintain documentation for all approved exemptions.
8. Before any contracts are signed, the [contractual language in the following section](#) should be included in contracts for the procurement

of websites, web applications, software systems, electronic documents, e-learning, multimedia and programmable user interfaces wherever practicable:

9. Once the requested solution has been verified to meet the required accessibility standards (or an exemption has been approved), IT Services will generate a purchase request if necessary and established procedures will be followed to prioritize the request and schedule it in the work queue.

## **Contractual Language**

### **Compliance With Disability Laws, Policies, And Regulations**

[Contractor/Vendor] acknowledges and warrants that its Applications and Services are currently in compliance and shall remain in compliance during the Term of this Agreement with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, and the WCAG 2.1 AA accessibility standards per Washington State OCIO Policy 188 requirements. Any exceptions to the requirement for compliance are itemized and specifically exempted in the "Compliance Exceptions" provision of this Agreement.

In the event any issues arise regarding [Contractor/Vendor]'s compliance with applicable federal or state disability laws, policies and regulations, [College/Customer] may send communications to [Contractor/Vendor] as specified in the "Notices" provision of this Agreement and [Contractor/Vendor] will assign a person with accessibility expertise to reply to [College/Customer]. [Contractor/Vendor] agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to [College/Customer] at no cost. [College/Customer] reserves the right to request, from [Contractor/Vendor], a timeline by which accessibility standards will be incorporated into the Applications and Services and [Contractor/Vendor] shall provide such a timeline within a commercially reasonable duration of time.

Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by [College/Customer] as specified in the "Cancellation" provision of this Agreement. These warranties will not apply if the Applications and Services are: (i) modified or altered in any way (other than by [Contractor/Vendor] or with the specific prior written consent of [Contractor/Vendor]); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that [Contractor/Vendor] may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement or the documentation.

## Cancellation

This Agreement and all rights granted herein may be terminated upon thirty (30) days of written notice from either Party, provided, however, that [Contractor/Vendor] may terminate this Agreement immediately upon any breach of this Agreement by [College/Customer]. The [College/Customer] may terminate this Agreement immediately should the Application or Service not meet the Federal 508 accessibility standards shown on a VPAT or not meet WCAG 2.1 AA accessibility standards; per Washington State OCIO Policy 188 requirements. Upon such termination for breach or noncompliance with accessibility standards, all of [College/Customer]'s rights under this Agreement and [College/Customer]'s right to the use of the Software shall terminate immediately.

## References And Resources:

- [LCC Vendor Requirements for Accessibility Compliance](#)
- [LCC Accessibility Checklist for Products and Services](#)
- [LCC Technology Request Form](#)
- [Request an Accessibility Exemption for Applications and Services](#)
- [Accessibility Exemption Log](#)
- [IT Industry Council \(ITI\) VPAT 2.3](#)
- [WCAG 2.1 Level AA](#)

## Procedure History

- 5-14-18 – Sent out via email to Operations Council, Governance Council, and UMCC for comments. No comments received.

- 6-6-18 – Approved by the ELT