



Digital Accessibility Agreement Requirements

Instruction: This language must be included in all contractual agreements where a deliverable consists of a digital asset. This includes, but is not limited to, websites or web applications, software applications, electronic reports or output documentation, and training delivered in electronic formats.

Accessibility Compliance

The Vendor shall ensure that, at a minimum, all digital products, services, and content provided under this Agreement comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (as applicable), and the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA.

This requirement applies, but is not limited to:

- Websites, web applications, and online systems
- Software and mobile applications
- PDFs, documents, and multimedia content
- Any digital tools or services procured by the State of Idaho

Accessibility Documentation

1. Vendor must submit an accurate Accessibility Conformance Report (ACR) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on Vendor websites for each proposed product or product family, as applicable. Instructions for completing this document are included in the VPAT/ACR template itself.
 - a. ACR must be based on the current product version.
 - b. ACR must be evaluated on current WCAG standards as of the date of this agreement.
 - c. ACRs based on earlier versions of the product must be made available to the state upon request.
2. If it is not possible to complete an ACR, the Vendor must complete a Vendor Accessibility Assessment, which documents the Vendor's ability to produce accessible electronic and information resources.
3. Failure to provide a current ACR or complete a Vendor Accessibility Assessment may result in disqualification of the Vendor's proposal, delay in Agreement execution, or cancellation of the Agreement.

Accessibility Testing

Vendor shall perform accessibility testing using both automated tools and manual testing methods, including assistive technologies (e.g., screen readers). Any accessibility barriers identified must be addressed prior to final acceptance.

Vendor Remediation Responsibilities

If any accessibility violation is known or becomes known to the Vendor during the term of the Agreement, whether by notice from the State of Idaho or through Vendor's own testing, Vendor shall remediate the violation within a time period agreed upon by the parties at no additional cost to the state.

If the product or service cannot fully meet accessibility standards at the time of delivery, Vendor must:

- Provide a detailed remediation plan with timelines;
- Demonstrate reasonable efforts to mitigate impacts on users with disabilities;
- Work in good faith with the purchasing agency to bring the product into compliance;
- Provide alternative solutions upon request at no additional charge to the state; and
- Document any undue burden or exemption with a sign-off by the Office of Information Technology ADA Manager.

Ongoing Accessibility Obligations

For any updates, patches, or content changes made during the Agreement term, Vendor must maintain compliance with accessibility requirements. The State reserves the right to request updated accessibility conformance documentation at any time.

When updates or upgrades are made to the products or services available through this Agreement, Vendor agrees to document how the changes will impact or improve accessibility and usability. This documentation must be provided to the State in advance of the change, occurring within an agreed-upon timeframe sufficient for the State to review the changes and either approve or request a remediation plan from the Vendor. If agreed-upon updates fail to improve accessibility or usability as planned, failure to comply with this requirement may be cause for Agreement cancellation or default.

Training and Support

Unless agreed to otherwise in Vendor's Terms and Conditions, Vendor must provide training or guidance to agency staff on how to use the product or platform in an accessible manner and how to maintain accessibility in ongoing content or service delivery.

1. In facilitating trainings, Vendor shall coordinate and cooperate with the State in identifying prospective attendees who may require accommodations and provide such accommodations.
2. All administrator and end user documentation and training materials delivered by the Vendor must be in compliance with the WCAG 2.1, level AA.

Noncompliance

If the vendor fails to perform its accessibility obligations, including but not limited to timely remediation of Accessibility Violations or performance of their accessibility testing obligations, the State of Idaho may exercise the following remedies, or other remedies in accordance with state procurement statutes, rules, or policies:

1. Withhold payment.
2. Terminate the Agreement without penalty.

3. Perform necessary testing and/or remediate and deduct the actual cost from any outstanding payments to the vendor or seek reimbursement.
4. Elect not to renew the Agreement upon expiration.

Optional Language for Terms & Conditions

The underlined text in **yellow** is not in the state's Standard T&Cs but could be added to hold the vendor liable for any claims against the state if the Vendor fails to meet any accessibility requirements listed in the Agreement.

- ▶ 1.9.1 Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to **adhere to the specifications and requirements detailed in the Agreement or** comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.