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SOLICITATION ADDENDUM

Addendum No.: 1 Date of Addendum: 12/31/13
Due Date, Time: January 8, 2014, at 3:00 PM Revised Date, Time: January 15, 2014, at 3:00 PM
Acquisition Mgmt. Spec.: Chris Marquette Agency: Minnesota Department of Administration - Materials Management Division
Web Registration No.: 19767
Title: WSCA-NASPO Master Agreement for LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories

SCOPE OF ADDENDUM

The purpose of this Addendum is to REVISE the RFP Due Date, ADD a Participating State, ANSWER questions received before the Question Deadline, and REVISE items of the RFP.

- 1. The RFP Due Date is REVISED to January 15, 2014, at 3:00 PM.
2. The State of Montana has signed an Intent to Participate letter and is hereby ADDED to the Participating States list on Page 5 of the RFP.
3. The following are questions received before the Question Deadline and the Lead State's ANSWERS.
Q1. While reviewing the RFP we noticed there are ten states who have signified their intent to participate, however all 50 states can participate. Should our Authorized Distributor list that we submit include dealers for every state or just the ten listed?
A1. A complete distributor list is preferable, but not required. Distributors can be added throughout the Master Agreement term. For example, if you submit your response without listing a distributor for New Jersey and New Jersey later on decides they want to participate in the Master Agreement, we can establish your distributors for New Jersey at that time through a fully executed Amendment to the Master Agreement.
Q2. I don't have a straight discount that is taken across our product line. Each unit is priced at different discounts. Please advise if this is acceptable.
A2. Responders may submit multiple percent discounts based on item categories, but may not submit multiple percent discounts per single items. For example, the Responder may submit separate percent discounts for Lightbars, Sirens, and Warning Lights, but cannot submit separate percent discounts for specific Lightbar items.
Q3. Signature Page, Delivery Offered, Page 3 and Section 3, Item 5, Page 45 Which takes precedence page 3 or page 45? Our normal ARO is 20-30 days. 5 days is to short.
A3. Item No. 5 on Page 45 is REVISED. See Addendum Item No. 4 below.

- Q4.** Section 2, Item 20, Page 11  
Does the registration requirement have to be done before submitting the RFP or when the Master Agreement is awarded?
- A4.** The Lead State would like all responders to register before the RFP submission deadline, but this is not a requirement. Awarded Vendors may register upon notice of Master Agreement award. No Master Agreement will be finalized until the Awarded Vendor has registered.
- Q5.** Section 2B, Item 1, Page 18  
Who is responsible for fees payment if the orders are going through an Authorized Distributor? Is it the Contract Vendor's responsibility or the Authorized Distributor's?
- A5.** The Contract Vendor is responsible for collecting and submitting all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.
- Q6.** Section 2B, Item 27, a., Page 22  
Who is responsible for providing the reports, the Authorized Distributor or the Contract Vendor?
- A6.** The Contract Vendor is responsible for collecting and submitting all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.
- Q7.** Section 2B, Item 33, Page 24  
Are the Contract Vendor and/or Authorized Distributor required to participate or is it optional?
- A7.** Yes, the WSCA-NASPO eMarket Center Site Administrator will work with each awarded Contract Vendor to determine what functionality will work best for them, whether it be a Hosted Catalog, Punchout Site or Ordering Instructions.
- Q8.** Section 3, Item 14, Page 42  
Authorized Distributor List—Does the Authorized Distributors listed in RFP response take the responsibilities of providing quote, receiving the PO, delivery, Invoicing and collecting payment? If so what are the consequences to the Contract Vendor if these responsibilities are not met by the Authorized Distributors?
- A8.** The Contract Vendor may choose to provide all quotes, accept all POs, perform all deliveries, and provide all invoices, or the Contract Vendor may delegate these duties to their authorized distributors. However, if the Contract Vendor delegates these duties to their authorized distributors, all Purchase Orders must be made in the name of the Contract Vendor and all payments will be submitted to the Contract Vendor. The Contract Vendor is responsible for their authorized distributor's performance.
- Q9.** Do the Authorized Distributors listed take the responsibilities of submitting Quarterly Reports (Section 2B, Item 27, a., p. 22) and pays the Administration Fees (Section 2B, Item 1, p. 18)?
- A9.** The Contract Vendor is responsible for collecting and submitting all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.
- Q10.** Will the Contract Vendor be able to add or delete Authorized Distributors during the Master Agreement period? If so what is the process?
- A10.** Yes. The Contract Vendor may add and/or delete Authorized Distributors at any time during the Master Agreement term upon request and mutual agreement of the Contract Administrator through a fully executed amendment to the Master Agreement.
- Q11.** Section 3, Item 13 & 15, Page 46  
Our business is custom configured products which results to a specific new model No. and the price associated with it for the customer per their specifications. As result, these model numbers are not listed in the Price Schedule which is used as more of a guide. Will this RFP allow the vendor to continue this process and be able to stay within the guidelines?
- A11.** Item No. 15 on Page 46 of the RFP is **REVISED**. See Addendum Item No. 4 below.
- Q12.** Participating States, Page 5

Are these the only states will be on the Master Agreement and able to purchase from the Master Agreement? Once the RFP becomes a Master Agreement, are other states able to participate and be added? If so how is the Contract Vendor notified? Will the Contract Vendor be able to assign an Authorized Distributor for that state? Will the Contract Vendor be able to assign a distributor who is not on the list already for the new state?

- A12.** The Participating States listed in the RFP are those States which have signed an Intent to Participate (ITP). This ITP does not obligate those States to participate in the Master Agreement, it only signifies their interest. After the Master Agreements are established, interested states will execute Participating Addendums at which time they can begin purchasing from the Contract Vendors. Only Participating Entities which have executed a Participating Addendum may purchase from the Master Agreement. Participating Addendums cannot be executed without the Contract Vendor's signature, so this is how the Contract Vendor will be notified. The Contract Vendor may add Authorized Distributors at any time upon request, and mutual agreement of the Contract Administrator, through a fully executed amendment to the Master Agreement. This includes adding new Authorized Distributors for new Participating Entities.
- Q13.** This question is in reference to section 3: special terms, conditions, scope of work and pricing. Item # 4, "REQUIRED CAPABILITIES" on page 45. We are a distributor of emergency lighting products and are not a manufacturer. Can we, as a distributor, participate in this RFP?
- A13.** Your company can participate through your Manufacturer, but you, as a distributor, cannot submit a response. If you are interested in the potential Master Agreement, please contact your manufacturer and work with them on submitting a response while listing your company as an Authorized Distributor.
- Q14.** Is it mandatory for our website to conform to WCAG 2.0 level A or level AA to be considered for the Master Agreement if WCAG standards don't apply to the products and services that we offer?
- A14.** No. Responders are strongly encouraged to fill out the VPAT form included in Section 2. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The concept of an "accessible" website has no affiliation on if the products offered under the Master Agreement apply to accessibility. The review of the website will evaluate how accessible the website is for individuals utilizing the website under the Master Agreement. The State also reserves the right to reject the response if the website offered does not meet the Accessibility Standards as detailed in the RFP.
- Q15.** If not, do we still need to complete the VPAT?
- A15.** Completion of the VPAT is strongly encouraged. As detailed in the evaluation criteria, Accessibility is scored at a maximum of 100 points. Failure to complete and submit the WCAG VPAT will result in the vendor getting 0 points for that section. The State also reserves the right to reject the response if the website offered does not meet the Accessibility Standards as detailed in the RFP.
- Q16.** Page 11 Item 24 ADA.  
We are in compliance with the states we manufacture our products in. Is this acceptable?
- A16.** The ADA is a federal law and is applicable to all states no matter where the products are manufactured and the Contract Vendor is required to comply with the ADA. The State is not in a position to know if the Contract Vendor is compliance with other state's disability requirements, or if that would meet the requirements of the ADA.
- Q17.** Page 12 #27 a. 5.  
By selling through authorized participating distributors within a particular state, there is no way for the manufacturer to verify the requirement of this line item without communicating to distribution prior to the opening of this RFP (it could be considered collusion if we contacted them prior to opening/See Page 30). How do you expect any bidder to agree to this section without consulting their distributors?
- A17.** We cannot provide legal advice and suggest that any Responders that have concern over this issue seek their own legal counsel. Please note the REVISIONS to Item No. 14 on Page 46 of the RFP listed in Addendum Item No. 4 below.

**Q18.** Page 14 #35 Human Rights/Affirmative Action.

We have a strict Company Policy in reference to the above (copy supplied on request). Because we have no Federal Government contracts, we are not required to file with the government. Can we assume this is acceptable?

**A18.** Yes.

**Q19.** Page 17 #47 Purchase order.

The RFP clearly states no minimum order requirement or charges to process an individual purchase order. We have a \$50.00 minimum purchase requirement in order for our customers to receive free freight. With no minimum requirement, someone could order a \$5.00 item and want it shipped to Hawaii. There certainly would be no profit in that sale. Can the RFP be changed to include that orders under \$50.00 will have freight charges added to the invoice?

**A19.** Item No. 23 on Page 47 of the RFP is **REVISED**. See Addendum Item No. 4 below. The **REVISION** will address this concern.

**Q20.** #49 Risk of Loss or Damage.

If the product is sold to a state and installed by a third party, the Contract Vendor should not be responsible for loss or damage due to the third party's involvement. Can this be changed in the RFP?

**A20.** The section of the RFP referenced in this question is:

**RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation **by the Contract Vendor** and in the possession of the Contract Vendor or their authorized agent.

This section states that installation performed by the Contract Vendor is covered under this clause, it does not include installation performed by a third-party. Installation is not a part of the RFP Scope of Work and therefore will not be included in the Master Agreement.

**Q21.** Section 2 Page 18 Item #1 Administrative Fee.

Is this based on paid invoices? If the manufacturer sells through local authorized participating distributor network, does the authorized participating distributor(s) pay the administrative fee? There would be no record of such sale at the manufacturer level because the participating distributor(s) are delivering from their inventory to meet the quick delivery requirement of this contract.

**A21.** The Contract Vendor is responsible for collecting and submitting all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.

**Q22.** Page 19 Item #7 Confidentiality, Non-disclosure and Injunctive Relief.

Can we assume that we can communicate freely with our participating distributors without being in violation of this section?

**A22.** We cannot provide legal advice and suggest that any Responders that have concern over this issue seek their own legal counsel. Please note the **REVISIONS** to Item No. 14 on Page 46 of the RFP listed in Addendum Item No. 4 below.

**Q23.** Page 22 Item #27 Reports.

If the manufacturer sells through authorized participating distributors, as with the administrative fee, the reports requested would be filed by each participating distributor, as the manufacturer would have no knowledge of these particular sales. Is this acceptable?

**A23.** The Contract Vendor is responsible for collecting and submitting all sales reports from the authorized distributors and submitting all Administration Fees.

- Q24.** Page 24 Item #33 WSCA-NASPO eMARKETCENTER.  
If the manufacturer sells through authorized participating distributors, and in order to not be in collusion (see Page 30) prior to the opening of this RFP, we, as the manufacturer, do not know if our distributor network can meet the requirements set forth in this section. Is this acceptable?
- A24.** Yes, the WSCA-NASPO eMarket Center Site Administrator will work with each awarded Contract Vendor to determine what functionality will work best for them, whether it be a Hosted Catalog, Punchout Site or Ordering Instructions.
- Q25.** Page 25 #7 UNSPSC  
We do not, and cannot, comply with this section of the contract because we sell through authorized distributors throughout the United States and worldwide, and our products have many options that are added to them to create one single product. This would be virtually impossible for us to implement. Can we still provide pricing, and would you make an award to us if we did not meet this requirement?
- A25.** Yes, the WSCA-NASPO eMarket Center Site Administrator will work with each awarded Contract Vendor and its authorized distributors to determine what UNSPSC codes will most appropriately match the fully configured product.
- Q26.** Page 31 Service and Delivery.  
As a manufacturer, we have multiple account executives to cover different states, therefore, are we allowed to list the executive responsible for each state? This may not be applicable if the manufacturer is only selling through authorized participating distributors, as each of these distributors knows who their account executive is.
- A26.** Responders may list multiple contacts for multiple states.
- Q27.** Pages 36 through 43.  
If the manufacturer sells through authorized participating distributors, in to order avoid collusion issues (see Page 30), how do we respond to all of these questions?
- A27.** The questions in the VPAT form refer to the Contract Vendor's (the Manufacturer) website, not the Distributors.
- Q28.** Section 3 Page 45 #5 Delivery Requirement.  
In the event that the participating distributor does not have the item required by the department in stock, shipment for commodity in-stock items by the manufacturer can be made within 1 to 3 business days, but there is no way to guarantee a 5-day delivery, especially if the end user is in the State of Hawaii and the manufacturer is located in the continental United States. It may take UPS or the USPS a week to ten days to deliver the product. This is certainly out of the manufacturer's control. Custom-made products and systems are manufactured to specific customer requirements and can take up to 6 weeks for shipment to occur. How do we respond?
- A28.** Item No. 5 on Page 45 is **REVISED**. See Addendum Item No. 4 below.
- Q29.** Page 46 #9 Third Party Documentation.  
If we, as the manufacturer, have an AMECA-approved testing facility, does this negate the third party documentation requirement?
- A29.** If the Contract Vendor has an AMECA accredited testing facility, that may suffice for third party documentation for the products for which the accreditation has been obtained.
- Q30.** Page 46 #12 Pricing offered in response.  
Some states have imposed taxes on the manufacturer, for which we add an administrative fee to customer invoices in those specific states. Are we allowed to impose that fee to each invoice for those states, or should we just reduce the discount offered? This will increase the cost to those states that are not subject to the administrative fee.
- A30.** If certain states impose such taxes, they will be addressed in that State's Participating Addendum (PA). If the Contract Vendor receives a PA from a State for signature that does not address these taxes, the Contract Vendor should contact that State prior to signing the PA. The Contract Vendor must NOT add any admin fee to an invoice that is not covered in the PA.
- Q31.** Page 47 #18 Contract Vendor website.

The manufacturer has an Internet website where customers can view product, product configurations and warranty; however, because the manufacturer sells through authorized distributors, orders cannot be placed on/through our website. This would be left up to each individual participating distributor. Is this acceptable?

**A31.** Item No. 18 on Page 47 of the RFP is **REVISED**. See Addendum Item No. 4 below. Please note Item No. 33 on Page 24 and 25 of the RFP which references the WSCA-NASPO eMarket Center requirements.

**Q32.** Page 47 #19 Accessibility standards.

The URL supplied in your document must have a bad link, as we have been unable to access this requirement. Can you supply a copy of this?

**A32.** The URL is working properly, but a document containing the information accessible by that URL is attached herein for reference.

**Q33.** Our company intends to respond with two price lists, catalogs, and distributor lists. One set focuses on the Police & Fire Market, the other focuses on the Heavy-Duty Truck market. While some products cross over, there are differences in the product lines and expertise of our distributors. We feel the customer base is best served in this manner. Is this acceptable to you?

**A33.** Yes.

**4.** The following Items of the RFP are **REVISED**.

4a. **DELETE** Item No. 5 on Page 45 of the RFP and **REPLACE** it with the following:

**DELIVERY REQUIREMENTS.** Unless otherwise mutually agreed to, in-stock items must be delivered within five (5) business days after receipt of order and non-stock items must be delivered within fifteen (15) business days after receipt of order. Delivery requirements for custom made items will be negotiated at time of order placement. Orders must be shipped according to the directions of the Customer. The Contract Vendor is responsible for confirming delivery hours and unloading requirements with the Customer before delivery.

4b. **DELETE** Item No. 9 on Page 46 of the RFP and **REPLACE** it with the following:

**THIRD-PARTY DOCUMENTATION.** If requested by the Customer, documentation of independent third-party laboratory certification of lightbar modules meeting applicable national and international standards must be provided by the Contract Vendor at no additional cost.

If the Contract Vendor has an AMECA accredited testing facility, that may suffice for third party documentation for the products for which the accreditation has been obtained.

4c. **DELETE** Item No. 14 on Page 46 of the RFP and **REPLACE** it with the following:

**AUTHORIZED DISTRIBUTOR LIST.** Responders may submit a list of authorized distributors specific to each state for which they are submitting an offer. Use the Price Schedule's second tab at the bottom of the Worksheet to submit your distributor list and identify which states are available to each authorized distributor.

The Contract Vendor may choose to provide all quotes, accept all POs, perform all deliveries, and provide all invoices, or the Contract Vendor may delegate these duties to their authorized distributors. However, if the Contract Vendor delegates these duties to their authorized distributors, all Purchase Orders must be made in the name of the Contract Vendor and all payments will be submitted to the Contract Vendor. The Contract Vendor is responsible for their authorized distributor's performance.

The Contract Vendor is responsible for collecting, and submitting, all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.

The Contract Vendor may add and/or delete Authorized Distributors at any time during the Master Agreement term upon request and mutual agreement of the Contract Administrator through a fully executed amendment to the Master Agreement.

4d. **DELETE** Item No. 15 on Page 46 of the RFP and **REPLACE** it with the following:

**CONTRACT PRICES.** Prices offered will be a percent (%) discount from the Manufacturer's Suggested Retail Price (MSRP) for the products offered. The Responder shall provide a Manufacturer's MSRP Price List with a date and catalog number and a percentage (%) discount to be applied to the price list. This Price List is a **max price** for which the discount will be applied.

The percent (%) discount offered from the Manufacturer's Price List must remain firm or increase, as stated below, and cannot decrease during the entire Contract term. The percent (%) discount must be the same for all Customers. Responders may submit multiple percent discounts based on item categories, but may not submit multiple percent discounts per single items.

Any increase in the percent (%) discount will be allowed during the term of the Contract providing it is available to all Customers and it is approved by the Contract Administrator and is confirmed in a fully executed Contract amendment.

The Manufacturer's Price List may only be changed up to two (2) times within any twelve (12) month period to adjust prices, when mutually agreed to through a fully executed amendment. New items may be added at any time upon written notice to, and agreement of, the Contract Administrator.

**Market Basket.** The Price Schedule includes a Market Basket which provides a list of generic lightbars. Responders are to enter product information for comparable items from their catalog.

4e. **DELETE** Item No. 18 on Page 47 of the RFP and **REPLACE** it with the following:

**CONTRACT VENDOR WEBSITE.** The Contract Vendor must maintain an internet website for Customers to view products, product configurations, and warranties. Responders must include with their response an explanation of their website capabilities and are strongly encouraged to completed VPAT form included in Section 2.

4f. **DELETE** Item No. 19 on Page 47 of the RFP and **REPLACE** it with the following:

**ACCESSIBILITY STANDARDS.** The Lead State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf).

Responders are strongly encouraged to fill out the VPAT form included in Section 2. The completed VPAT form will be scored based on its compliance with the Accessibility Standards.

4g. **DELETE** Item No. 21 on Page 47 of the RFP and **REPLACE** it with the following:

**MINNESOTA SALES TAX.** Per Minnesota State Sales Tax Fact Sheet No. 135, these commodities are not taxable. The Contract Vendor is NOT allowed to charge sales tax to orders placed by Minnesota State agencies. The Contract Vendor will verify sales tax requirements with participating states and other governmental units.

All tax requirements should be addressed in a State's Participating Addendum (PA). If the Contract Vendor receives a PA from a State for signature that does not address taxes, the Contract Vendor should contact that State prior to signing the PA to confirm tax requirements. The Contract Vendor must NOT add any admin fee to an invoice that is not covered in the PA.

4h. **DELETE** Item No. 23 on Page 47 of the RFP and **REPLACE** it with the following:

**FREIGHT COSTS.** Responders may offer their percentage discount two ways. The State reserves the right to award either or both methods.

**Method #1**

The Responder will offer a percent discount with Freight costs prepaid by the Contract Vendor and allowed to the Customer (the Contract Vendor is **NOT** allowed to invoice for freight).

**Method #2**

The Responder will offer a percent discount with Freight costs prepaid by the Contract Vendor and added to the invoice as a separate line item. The Contract Vendor must only invoice actual freight costs and must confirm all freight costs with the Customer before an order is placed.

Regardless on the method chosen for the Master Agreement , freight costs for all orders below \$50.00 will be prepaid by the Contract Vendor and Added to the invoice as a separate line item.

**A new Question Deadline is scheduled for January 7, 2014, at 2:00 PM.**

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# MINNESOTA STATE ACCESSIBILITY STANDARD

From the Office of Carolyn Parnell  
Chief Information Officer, State of Minnesota

**Version:** 2.00  
**Approved Date:** 10/03/2013  
**Approval:** Signature on file

## Standard Statement

All impacted State information systems, tools and information content shall comply with the following, in the form adopted as of the effective date of this directive:

- Web Content Accessibility Guidelines (WCAG) 2.0 level AA. Level AAA compliance is encouraged.
- Section 508, as qualified, below.

## Standard, Amplified

### WCAG 2.0

The Web Content Accessibility Guidelines (WCAG) have been developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), which develops strategies, guidelines and resources to help make the Web accessible to people with disabilities. All impacted State information systems, tools and information content shall comply with the following:

- WCAG 2.0
  - Level AA compliance is required.
  - Level AAA compliance is encouraged.

### Section 508

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities and encourage development of technologies that will help achieve these goals. All impacted State information systems, tools and information content shall comply with the following Subparts of Section 508:

- Section 508 Subpart A General:
  - 1194.3 General exceptions subparts (a), (b), (c) for workstations of State employees, (d), (e), (f) and other exceptions defined in Minnesota law or set forth in State policy
  - 1194.4 Definitions, except definitions of “Agency” and “Undue burden” which are defined in Minnesota State Statute
  - 1194.5 Equivalent facilitation

- Section 508 Subpart B Technical Standards:
  - 1194.21 Software applications and operating systems
  - 1194.22 Web-based intranet and internet information and application. Notes to §1194.22 are to be disregarded as the profile of WCAG 2.0 cited above applies instead
  - 1194.23 Telecommunications products
  - 1194.24 Video and multimedia products
  - 1194.25 Self-contained, closed products
  - 1194.26 Desktop and portable computers
- Section 508 Subpart C Functional Performance Criteria:
  - 1194.31 Functional performance criteria
- Section 508 Subpart D Information, Documentation, and Support:
  - 1194.41 Information, documentation and support
- Should either WCAG 2.0 or Section 508 be updated, the Minnesota Standard automatically updates to the new version.

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## Compliance

Where a State information system, tool, or information content is not able to be brought into compliance, the system or content owner is responsible for reasonable accommodation.

The standard applies to all information technology acquired, procured, developed, or substantially modified or substantially enhanced after the effective date of this standard, including software available without cost. This standard does not apply to any procurement or development process initiated before the effective date of the standard.

This standard does not apply to external web pages outside of the editorial control of the State of Minnesota or that are supplied to the State of Minnesota under contract where the web site is part of a larger external website with minor customizations for the State of Minnesota. Links to external websites should be clearly marked in such a way that it is clear before clicking the link that the destination is not maintained by the State of Minnesota.

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## Reason for the standard

The reason for this standard is to improve the accessibility and usability of information technology products and services for all State of Minnesota government end-users. This standard is consistent with the Chapter Law 131/HF1744 introduced by the 2009 Legislature, directing the adoption of accessibility standards for use by the State of Minnesota. 2009 Chapter Law 131/HF 1744 was signed into law on May 21, 2009.

## Issue Date

The directive was issued 10/03/2013. It replaces two standards that existed concurrently: version 1.0, effective 10/01/2010 and version 1.5, effective 04/29/2011.

## Effective Date

The directive is effective 10/03/2013. The effective date for the purposes of procurement initiations is 09/01/2010.

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## Applicability and Exclusions

This standard applies to executive branch state agencies as defined in the State of Minnesota Enterprise Security Office Applicability Standard.

Legislative, judicial and other non-executive branch organizations are encouraged to follow this standard.

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## Related Information

- *Accessibility Guidelines*
  - 2009 Chapter Law 131/HF 1744.  
<https://www.revisor.mn.gov/laws/?id131&doctype=Chapter&year=2009&type=0>
  - The State of Minnesota Enterprise Architecture Policy, April 6, 2010
  - State of Minnesota Enterprise Security Office *Applicability Standard*.  
[http://www.state.mn.us/mn/externalDocs/OET/bESOEnterprise\\_Security\\_Program\\_Applicability\\_Standard\\_62209\\_072309081937\\_EnterpriseSecurityProgramApplicabilityStandard\\_FINAL\\_v01.pdf](http://www.state.mn.us/mn/externalDocs/OET/bESOEnterprise_Security_Program_Applicability_Standard_62209_072309081937_EnterpriseSecurityProgramApplicabilityStandard_FINAL_v01.pdf)
  - State of Minnesota Enterprise Security Office *Glossary of Information Security Terms and Definitions*. Minnesota Statutes Section 16E.03. <https://www.revisor.mn.gov/statutes/?id=16E.03>
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## Procedures and Exceptions

The nature of the work determines the exception process. Appropriate action depends on, whether the work is the product of internal development or the result of a procurement.

When performing a procurement, (acquisition of commodities and general services) or obtaining a contract for professional and technical services, follow the regular purchasing process. Any request for exception must either accompany the initial acquisition or professional services request or be attached to it later. The regular purchasing forms have been updated to include sections on accessibility, where applicable. The Enterprise Architecture Office receives copies of these attachments as part of the normal process.

Projects that use internal resources must follow an alternate exception process. In those cases where an organization determines that an exception is warranted, the organization self-certifies the exception using the *Accessibility Exception* form available from the OET web site and forwards a copy of the signed form to the Enterprise Architecture Office at OET.

The following list of exceptions may be referenced in the exception request.

- **Procurements or development processes initiated before September 1, 2010.**
    - The Standard applies to all information technology procured, developed, or substantially modified or substantially enhanced after September 1, 2010. The Standard does not apply to any procurement or development process initiated before September 1, 2010.
  - **Undue Burden:** This is an exception from MN Statute, and is also approved by the Technology Accessibility Advisory Committee.
    - Definition (16E.015, subd. 4). Undue burden means significant difficulty or expense determined and documented by the funding agency, including but not limited to difficulty or expense associated with technical feasibility.
  - **Infrastructure Hardware:** This is an exception from MN Statute, and is also approved by the Technology Accessibility Advisory Committee.
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- “Infrastructure hardware” means servers, routers, switches, and non-end-user platform devices and their operating systems.
- **Emergency Purchases:** This is an exception from MN Statute, and is also approved by the Technology Accessibility Advisory Committee.
  - Emergency Acquisition. (a) For the purpose of this subdivision, “emergency” means a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. (b) The solicitation process described in this chapter is not required in emergencies. In emergencies, the commissioner may make any purchases necessary for the repair, rehabilitation, and improvement of a state-owned structure or may authorize an agency to do so and may purchase, or may authorize an agency to purchase, goods, services, or utility services directly for immediate use.
- **State and National Security:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - Electronic and information technology operated by state or federal agencies, the function, operation, or use of which involves intelligence activities, cryptologic activities related to state or national security, command and control of public safety or military forces, equipment that is an integral part of a weapon or weapons system, or systems which are critical to the direct fulfillment of public safety, military, or intelligence missions. Systems which are critical to the direct fulfillment of public safety, military, or intelligence missions do not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications).
- **Non-compliant or partially compliant products or services procured through a single source process:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - The fact that a procurement is based on a single source selection is not an automatic exception. The focus must be on whether the product or service provided by the single source vendor is or can be made accessible. If it can, the product or service must meet the accessibility Standard unless it is subject to an exception. Definition (16C.02, subd. 18) Single source. “Single source” means an acquisition where, after a search, only one supplier is determined to be reasonably available for the required product, services, or construction item.
- **Incidental to a contract:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - The Standard applies to the products and services being procured by State agencies and not a contractor’s own internal workplace EIT. For example, if a State agency enters into a contract to have a web site developed, the web site is required to meet the applicable technical provisions of the state accessibility Standard because the web site is the deliverable that is being acquired by the agency (unless, of course, an exception applies). However, the contractor’s office system used to develop the web site does not have to meet the technical provisions, since its equipment is incidental to the contract.
- **Individual Workstation:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - The Standard does not require the installation of specific accessibility-related software or the attachment of an assistive technology device at a workstation of a state employee who is not an individual with a disability.
- **Alternate Location:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - When agencies provide the public with access to information or data through electronic and information technology, agencies are not required to make products owned by the agency available for access and use by individuals with disabilities at a location other than that where the electronic and information technology is provided to the public, or to purchase products for

access and use by individuals with disabilities at a location other than that where the electronic and information technology is provided to the public. Example: An agency would not have the obligation to provide assistive technology for home use.

- **Fundamental Alteration:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - This part shall not be construed to require a fundamental alteration in the nature of a product or its components.
- **Service Personnel Space:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - Products located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment are not required to comply with the Standard. For hardware, two conditions must be met before an agency uses this exception when procuring a product. First, the agency must intend to locate the product in a physical space frequented only by service personnel. Second, the use of the product by the service personnel must be for maintenance, repair or occasional monitoring. If both conditions are met, the product does not have to meet the Standard. Hardware that might meet these dual conditions includes telephone equipment placed on racks in a “closet” or small room and network routers and storage devices or servers located in rooms or areas frequented only by service personnel for maintenance, repair or occasional monitoring of equipment. In addition, software which is installed or operated on a product which falls under this exception would be exempt from the Standard if the software application could only be operated from the physical place where the product is located. This might include specialized diagnostic software. By contrast, if the software could be operated from a remote workstation, the software would be subject to the Standard, irrespective of who is using it, since the product interface is not located in a physical space which meets the criteria for this exception.
- **Procurements conducted in accordance with the Matrix:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - Procurements conducted utilizing the Accessibility Procurement Matrix (where the selection options has been approved by Admin and OET) comply with the approved Standard.
- **Monetary Thresholds:** This is an exception approved by the Technology Accessibility Advisory Committee.
  - The Standard does not apply to 1) Acquisitions (commodities and general services) of \$50,000 and under; and 2) P/T (professional and technical services) of \$25,000 and under.

## History & Ownership

### Revision History – record additions as Major releases, edits/corrections as Minor

Date	Author	Description	Major #	Minor #
10/1/2010	Technology Accessibility Advisory Committee	Original Standard	1.0	
04/29/2011	Craig Finseth	Updated to include procedures and exceptions	1.5	
10/03/2013	Jay Wyant, CIAO	Updated to reconcile 1.0 and 1.5 and clean up language	1.0	

### Review History – periodic reviews to ensure compliance with program

Date	Reviewer	Description	Compliance
TBD	TBD	TBD	

### Approval History – record of approval phases

Phase	Description	Date
Comment/revisions	Members of Technology Accessibility Advisory Committee met to draft changes.	April 2013
Final review	Email review and approval by Technology Accessibility Advisory Committee.	August 1, 2013
Architecture review	Solicit feedback from Architecture Governance Committee. There were no suggested changes	September 25, 2013
Final	In-person vote/ratification of updated Standard by Technology Accessibility Advisory Committee.	October 3, 2013

## Contact

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