



**Procurement and Contracting Services**  
30 Victoria Street  
Gatineau, Quebec K1A 0M6  
proposition-proposal@elections.ca

## REQUEST FOR PROPOSAL

The bidder, as identified below, offers to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his/her behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the prices set out therefore.

<b>Bidder's Name:</b>
<b>Address:</b>
<b>Tel No.:</b>
<b>Fax. No.:</b>
<b>IN WITNESS WHEREOF</b> , the proposal in response to this Request for Proposal has been duly executed on behalf of the bidder by the hands of its officer duly authorized in that behalf
_____
<i>signature of authorized signatory</i>
_____
<i>print name of authorized signatory</i>
_____
<i>print title of authorized signatory</i>
<b>Date:</b> _____

<b>Office of the Chief Electoral Officer File No.</b> <b>ECPB-RFP-13-0124</b>
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<b>Title:</b> Student Parallel Election Program (SPEP)	<b>Date:</b> July 10 <sup>th</sup> , 2014
<b>Request for Proposal Closing Date:</b> August 19 <sup>th</sup> , 2014 at 2PM (ET)	

<b>INQUIRIES – address inquiries to:</b>	
<b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau, QC K1A 0M6  <a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a>	
<b>Attention:</b> Pascal Bouchard Phillips	<b>Tel No.</b> 819-939-1488

<b>RETURN PROPOSALS TO:</b>
<b>Elections Canada Proposal Receiving Unit</b>
<b>c/o Business Centre</b> 30 Victoria Street Gatineau, QC K1A 0M6
<b>PROPOSALS TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL TO ELECTIONS CANADA WILL NOT BE ACCEPTED</b>

This Request for Proposal (“RFP”) contains the following documents:

**Part 1 – General Information**

**Part 2 – Bidder Instructions**

**Part 3 – Proposal Preparation Instructions**

**Part 4 – Evaluation Procedures and Basis of Selection**

**Part 5 – Security, Financial and Other Requirements**

**Part 6 – Resulting Contract**

- Annex A – Statement of Work
  - Appendix 1 – Web Content Accessibility Guidelines
  - Appendix 2 – Elections Canada Website Terms and Conditions
  - Appendix 3 – Pedagogical Resources Reference Materials
  - Appendix 4 – List of CLCA Claimant Groups
  - Appendix 5 – Standard of the use of Transport Layer Security Encryption
- Annex B – Pricing Tables
- Annex B.1 – Performance Incentive
- Annex C – General Conditions – Mixed Goods and Services
- Annex D – Supplemental Conditions – Elections Canada to Own Intellectual Property Rights
- Annex E – Supplemental Conditions – Personal Information
- Annex F – Sample Task Authorization
- Annex G – Invoice Template
- Annex H – Detailed Workplan

**Part 7 – Technical Evaluation Criteria**

**Part 8 – Financial Evaluation Criteria**

- Annex A – Proposal Pricing Table Template

**Part 9 – Certificates**

# Request for Proposal

## ECPB-RFP-13-0124

### Part 1. General Information

#### 1.1 Code of Conduct for Procurement

- 1.1.1 To comply with the Code of Conduct for Procurement, bidders must respond to RFPs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFP, which includes the resulting Contract, submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

(a) Criminal Code of Canada, R.S.C. 1985, c. C-46:

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

- (b) Financial Administration Act, R.S.C. 1985, c. F-11:
  - i. paragraph 80(1)(d) (False entry, certificate or return);
  - ii. subsection 80(2) (Fraud against Her Majesty);
  - iii. section 154.01 (Fraud against Her Majesty);
- (c) Competition Act, R.S.C. 1985, c. C-34:
  - i. section 45 (Conspiracies, agreements or arrangements between competitors);
  - ii. section 46 (Foreign directives);
  - iii. section 47 (Bid Rigging);
  - iv. section 49 (Agreements or arrangements of federal financial institutions);
  - v. section 52 (False or misleading representation);
  - vi. section 53 (Deceptive notice of winning a prize);
- (d) Income Tax Act, R.S.C. 1985, c-1:
  - i. section 239 (False or deceptive statements);
- (e) Excise Tax Act, R.S.C. 1985, c. E-15:
  - i. section 327 (False or deceptive statements);
- (f) Corruption of Foreign Public Officials Act, S.C. 1998, c-34:
  - i. section 3 (Bribing a foreign public official);
- (g) Controlled Drugs and Substance Act, S.C. 1996, c-19:
  - i. section 5 (Trafficking in substance);
  - ii. section 6 (Importing and exporting);
  - iii. section 7 (Production of substance).

1.1.4 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the bidder must provide with its proposal a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the documentation. Failure to comply will render the proposal non-responsive.

1.1.5 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;
- (b) emergency;

- (c) national security;
- (d) health and safety; or
- (e) economic harm.

Elections Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 1.1.6 By submitting a proposal, the bidder certifies that neither the bidder nor any of the bidder's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
- 1.1.7 For the purposes of this RFP, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.
- 1.1.8 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

## 1.2 Definitions

Unless the context requires otherwise, the capitalized terms used in this RFP shall have the definitions assigned to them in the Contract.

## 1.3 Summary

The Chief Electoral Officer of Canada ("CEOC"), an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, commonly known as Elections Canada.

### 1.3.1 The Requirement

#### (a) Background

The SPE program ("SPEP") seeks to enhance awareness and understanding among

Students of Canadian democracy, elections, and voting by providing Students with the opportunity to experience the federal electoral process through a simulated election. The SPEP also seeks to encourage the practice of voting among youth before they reach voting age. Elections Canada has contracted for the planning, development and implementation of the SPEP for the past four federal Electoral Events (2004, 2006, 2008, 2011).

The SPEP is a large-scale, national, in-school Civic Education program for Students and Educators, delivered in both official languages of Canada. During the SPE, Students vote for an actual candidate running in their school's electoral district and an authentic election environment is created using Election Material and simulated ballots. Students play the roles of poll clerks and deputy returning officers. Prior to the SPE, Students are taught Civic Education through a curriculum developed to support the SPEP.

#### (b) Past Participation and 2011 Evaluation Report

Participation in the SPEP has steadily increased in each Electoral Event, going from 1168 schools and 263,588 Students in 2004 to 3750 schools and 563,498 Students in 2011.

An independent evaluation of the 2011 SPEP measured the impact on improving Civic Education outcomes in Students, Educators and parents. The 2011 evaluation report is available at:

<http://www.elections.ca/content.aspx?section=res&dir=rec/part/svp&document=index&lang=e>

Key findings are found on pages 6-8 of the evaluation report.

#### (c) Brief Description

Elections Canada requires the services of one professional firm, specializing in developing and implementing education programs in English and French. The successful bidder will be responsible for the planning, development and implementation of the SPEP.

The Contract, including the SOW attached as Annex A, outlines the services that will be required by Elections Canada.

### 1.3.2 Period of the Contract

The Contract will be from the Effective Date of the Contract up to and including September 30, 2016.

Elections Canada will have an irrevocable option to extend the Term of the Contract for up to

two subsequent federal general elections.

### 1.3.3 Security Requirement

There is no security requirement associated with the requirement.

### 1.3.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement, and the Canada-Panama Free Trade Agreement.

### 1.3.5 Comprehensive Land Claims Agreement

Portions of the Work may be performed in areas that are subject to the following Comprehensive Land Claims Agreements (CLCAs):

- Nisga’a Final Agreement
- Tsawwassen First Nation Final Agreement
- Maa-nulth First Nation Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Teslin Tlingit Council Final Agreement
- Vuntut Gwitchin First Nation Final Agreement
- Little Salmon/Carmacks First Nation Final Agreement
- Selkirk First Nation Final Agreement
- Tr’ondeck Hwech’in Final Agreement
- Ta’an Kwach’an Council Final Agreement
- Kluane First Nation Final Agreement
- Kwanlin Dun First Nation Final Agreement
- Carcross/Tagish First Nation Final Agreement
- Inuvialuit Final Agreement
- Gwich’in Comprehensive Land Claim Agreement
- Sahtu Dene and Metis Comprehensive Land Claim Agreement
- Tlicho Land Claims and Self Government Agreement
- Nunavut Land Claim Agreement
- Nunavik Inuit Land Claim Agreement
- James Bay and Northern Quebec Agreement
- Northeastern Quebec Agreement
- Eeyou Marine Region Land Claim Agreement
- Labrador Inuit Land Claim Agreement

Additional information is provided in the SOW attached as Annex A to the Contract.

### 1.3.6 Federal Contractors Program

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. Please see Part 6 – Resulting Contract Clauses and Part 9 – Certificates.

## 1.4 **Communications Notification**

As a courtesy, Elections Canada requests that the successful bidder notify the Contracting Authority in advance of its intention to make public announcements related to the award of a contract.

## 1.5 **Debriefings**

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 20 calendar days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

## **Part 2. Bidders Instructions**

### 2.1 **Instructions and Conditions**

Bidders who submit a proposal agree to be bound by the terms and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 6 to this RFP.

### 2.2 **Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Contract. Suppliers may register for a PBN in the Supplier Registration Information system, on the [buyandsell.gc.ca](https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier) Web site (<https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### 2.3 **Definition of Bidder**

For the purposes of this RFP, “bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other Affiliates of the bidder, or its subcontractors.

### 2.4 **Submission of Proposals**

- 2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the first page of the RFP and submit such page with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.16. If the first page of the RFP is not provided with the bidder's proposal, the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.
- 2.4.2 It is the bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - (b) prepare its proposal in accordance with the instructions contained in the RFP;
  - (c) submit by the RFP closing date and time a complete proposal;
  - (d) send its proposal only to Elections Canada Proposal Receiving Unit specified on page 1 of this RFP ("Proposal Receiving Unit"). The Proposal Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays;
  - (e) ensure that the bidder's name, return address, the RFP number, and RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
  - (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Proposal will remain open for acceptance for a period of not less than 120 calendar days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole

discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S., 1985, C. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

## **2.5 Transmission by Facsimile and Email**

Proposals transmitted by facsimile or electronic mail to Elections Canada will not be accepted.

## **2.6 Late Proposals**

Elections Canada will return proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.7.

## **2.7 Delayed Proposals**

- 2.7.1 A proposal delivered to the Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

that clearly indicates that the proposal was mailed before the RFP closing date.

2.7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by Elections Canada.

2.7.3 Postage meter imprints, whether imprinted by the bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## **2.8 Customs Clearance**

It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as “undue delay in the mail” and will not be accepted as a delayed proposal under Section 2.7.

## **2.9 Legal Capacity**

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

## **2.10 Rights of Elections Canada**

Elections Canada reserves the right to:

- (a) reject any or all proposals received in response to the RFP;
- (b) enter into negotiations with bidders on any or all aspects of their proposals;
- (c) accept any proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the bidders that had submitted a proposal to resubmit proposals within a period designated by Elections Canada; and
- (g) negotiate with the sole responsive bidder to ensure best value to Elections Canada.

## **2.11 Rejection of Proposal**

2.11.1 Elections Canada may reject a proposal where any of the following circumstances is present:

- (a) the bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

2.11.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.11.1, the Contracting Authority will so inform the bidder and provide the bidder 10 calendar days within which to make representations, before making a final decision on the rejection of the proposal.

2.11.3 Elections Canada reserves the right to apply additional scrutiny, in particular, when multiple proposals are received in response to a solicitation from a single bidder or a joint venture. Elections Canada reserves the right to:

- (a) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- (b) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Elections Canada.

## **2.12 Communication – Solicitation Period**

2.12.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.12.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to bidders to which the RFP has been sent, without revealing the sources of the enquiries.

### **2.13 Price Justification**

2.13.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:

- (a) is not in excess of the lowest price charged to anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

2.13.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.13.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

### **2.14 Proposal Costs**

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the bidder associated with the evaluation of the proposal, are the sole responsibility of the bidder.

### **2.15 Conduct of Evaluation**

2.15.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.15.2 Bidders must comply with any request related to any of the items listed in Subsection 2.15.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

## **2.16 Joint Venture**

2.16.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the PBN of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- (d) the name of the joint venture, if applicable.

- 2.16.2 If the information is not clearly provided in the proposal, the bidder must provide the information on request from the Contracting Authority within the delay prescribed in such request.
- 2.16.3 The first page of the RFP and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and the Contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the Contract.

## **2.17 Conflict of Interest – Unfair Advantage**

- 2.17.1 In order to protect the integrity of the procurement process, bidders are advised that Elections Canada may reject a proposal in the following circumstances:
- (a) if the bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada's opinion, give the bidder an unfair advantage.
- 2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).
- 2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **2.18 Entire Requirement**

The RFP contains all the relevant information relating to the requirement. Any other information or documentation provided to or obtained by a bidder from any source are not relevant to this RFP.

Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

## **2.19 Enquiries**

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the RFP closing date. Enquiries received after that time may not be answered.

2.19.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

## **2.20 Applicable Laws**

2.20.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

2.20.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

## **2.21 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or the SOW contained in the RFP could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

## **2.22 Basis for Canada’s Ownership of Intellectual Property**

Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Elections Canada, on the following grounds:

- (a) the bidder, by submitting a proposal, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Annex D – Supplemental Conditions of Part 6 – Resulting Contract);
- (b) the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination; and
- (c) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **Part 3. Proposal Preparation Instructions**

#### **3.1. Proposal Preparation Instructions**

3.1.1 Elections Canada requests that bidders provide their proposal in separately bound sections as follows:

- Section I: Technical Proposal (four hard copies)
- Section II: Financial Proposal (one hard copy)
- Section III: Certifications (one hard copy)

3.1.2 Prices must appear in the financial proposal only. No prices must be indicated in any other section of the proposal.

3.1.3 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the RFP.

3.1.4 In the event that a bidder fails to provide the numbers of copies required pursuant to Subsection 3.1.1, the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

3.1.5 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:

- (a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
- (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **3.2. Section I – Technical Proposal**

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that the bidder address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.2.3 The details of any client references requested under Part 7 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

### **3.3. Section II – Financial Proposal**

Bidders must submit their financial proposal in accordance with Part 8 – Financial Evaluation Criteria. The total amount of applicable sales tax must be shown separately, if applicable.

### **3.4. Section III – Certificates**

- 3.4.1. The certificates under Part 9 must be completed by the bidder in accordance with this Section 3.4. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2. Bidders' compliance with the certifications provided to Elections Canada is subject to

verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.

- 3.4.3. The certificates under Part 9 should be completed and submitted with the proposal but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

## **Part 4. Evaluation Procedures and Basis of Selection**

### **4.1. General Evaluation Procedures**

- 4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Elections Canada will evaluate the proposals.

### **4.2. Technical Evaluation**

- 4.2.1 The mandatory technical evaluation criteria are set out in Section A of Part 7 – Technical Evaluation Criteria.
- 4.2.2 The rated technical evaluation criteria are set out in Section B of Part 7 – Technical Evaluation Criteria.

### **4.3. Financial Evaluation**

- 4.3.1 The mandatory financial evaluation criteria are set out in Part 8 – Financial Evaluation Criteria.

### **4.4. Basis of Selection**

- 4.4.1 A proposal must comply with all of the requirements of the RFP to be declared responsive. The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Technical Evaluation

- Phase 2 – Rated Technical Evaluation
- Phase 3 – Financial Evaluation
- Phase 4 – Determination of Highest Ranked Bidder

In the event that evaluators are made aware of information in one phase that contradicts information contained in a previous phase, evaluators reserve the right to re-evaluate that portion of the proposal relating to the previous phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the bidder's proposal being non-responsive for the re-evaluated phase, the proposal will be assessed as non-responsive and given no further consideration.

#### 4.4.2 Phase 1 – Mandatory Technical Evaluation

- (a) In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A of Part 7 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.
- (b) With respect to the client references provided by bidders for mandatory technical evaluation criterion, Elections Canada may decide to contact all references for such mandatory technical evaluation criterion. If it so decides, the references of all bidders for such mandatory technical evaluation criterion will be contacted.
- (c) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a reference provided in the bidder's proposal (the "Original Contact Information"). If Elections Canada is not successful in reaching a reference after three attempts using the Original Contact Information, the Contracting Authority may contact the bidder for alternate contact information for that same reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a reference using alternate contact information. The bidder will not be permitted to submit an alternate reference after the RFP closing date.
- (d) If Elections Canada is unsuccessful in obtaining a response from a reference (either through the Original Contact Information or the alternate contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.
- (e) For greater certainty, the bidder will only be given the opportunity to provide alternate contact information one time for each reference.
- (f) If at any time during the reference check, Elections Canada determines that the bidder has not met a mandatory technical evaluation criterion, the bidder's proposal will be deemed non-responsive and will not be given further consideration.

- (g) Listing experience without providing any supporting data to describe where and how such experience was obtained shall result in the experience not being included for evaluation purposes.

#### 4.4.3 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the “Phase 2 Proposal”). If any of the Phase 2 Proposals do not obtain the required minimum of 65 percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. There is a maximum of 84 points available for the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria.

#### 4.4.4 Phase 3 – Financial Evaluation

- (a) In Phase 3, proposals that are deemed responsive in Phases 1 and 2 will be evaluated against the mandatory financial criteria set out in Part 8 – Financial Evaluation Criteria (the “Phase 3 Proposal”).
- (b) The price of the proposal will be evaluated in Canadian dollars. Applicable sales tax must be excluded. Canadian customs duties and excise taxes are, where applicable, to be included.

#### 4.4.5 Phase 4 – Determination of Highest Ranked Proposal

- (a) In Phase 4, a combined evaluation score for each proposal that passed Phases 1, 2 and 3 (the “Phase 4 Proposal”) will be determined in accordance with the following formula:

$$\begin{array}{r}
 \text{BIDDER'S PHASE 2} \\
 \text{PROPOSAL SCORE X} \\
 \hline
 70 \\
 \hline
 \text{MAXIMUM NUMBER OF} \\
 \text{POINTS AVAILABLE FOR} \\
 \text{PHASE 2 PROPOSAL SCORE} \\
 (84)
 \end{array}
 +
 \begin{array}{r}
 \text{LOWEST PRICE X} \\
 30 \\
 \hline
 \text{BIDDER'S TOTAL PROPOSAL PRICE} \\
 \text{(Annex A – Table E of Part 8 –} \\
 \text{Financial Evaluation Criteria)}
 \end{array}
 =
 \begin{array}{r}
 \text{COMBINED} \\
 \text{EVALUATION SCORE}
 \end{array}$$

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Proposal Price” submitted by bidders in their completed Annex A – Table E – Determination of the Proposal Price of Part 8 – Financial Evaluation Criteria.
- (c) As set out in the formula, the Phase 2 Proposal score is weighted as 70 percent of the combined evaluation score and Total Proposal Price is weighted as 30 percent of the combined evaluation.

- (d) The bidder with the highest combined evaluation score in the Phase 4 Proposal will be considered for award of a contract.

4.4.6 If more than one bidder is ranked first because of identical scores, then the bidder with the best financial score will become the highest ranked bidder and will be considered for the award of the contract.

## **Part 5. Security, Financial and Other Requirements**

### **5.1 Security Requirement**

5.1.1 There is no security requirement.

### **5.2 Financial Capability**

5.2.1 The bidder must have the financial capability to fulfill this requirement. To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within 15 calendar days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder's last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:
  - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

- (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- 5.2.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 5.2.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.
- 5.2.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.
- 5.2.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.

5.2.6 In determining the bidder's financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder's sole expense, such as an irrevocable letter of credit from a registered financial institution drawn in favor of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

### **5.3 Insurance Requirements**

Bidders are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the resulting Contract to ensure compliance with any applicable law. Any insurance acquired or maintained by bidders is at their own expense and for their own benefit and protection. It does not release the successful bidder from or reduce its liability under the resulting Contract.

### **5.4 Condition of Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the RFP closing date.



**Procurement and Contracting Services**  
 30 Victoria Street  
 Gatineau, Quebec K1A 0M6

## CONTRACT

The Contractor, as identified below, agrees to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods or services listed herein and on any attached sheets at the prices set out therefore.

Return one signed copy of the Contract forthwith.

<p><b>Contractor's Name and Address:</b></p> <p>[insert Contractor's LEGAL NAME and ADDRESS at contract award]</p>
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<p><b>Contract No.:</b></p> <p>05005-13-0124</p>
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<p><b>Title:</b> Student Parallel Election Program (SPEP)</p>	<p><b>Date of Contract:</b> [insert at contract award]</p>
<p><b>Term of Contract:</b> [insert at contract award]</p>	<p><b>Financial Code:</b> [insert at contract award]</p>
<p><b>Total Estimated Cost (incl. applicable sales tax):</b> [insert at contract award]</p>	<p><b>Applicable Sales Tax:</b> [insert at contract award]</p>

<p><b>ENQUIRIES &amp; INVOICES</b></p> <p><b>Office of the Chief Electoral Officer of Canada</b>                  30 Victoria Street                  Gatineau, QC K1A 0M6</p>	
<p><b>Contract enquiries to:</b></p>	
<p>Pascal Bouchard-Phillips                  Procurement and Contracting Services</p>	<p><b>Tel No.</b> 819-939-1488</p> <p><b>E-mail</b> Pascal.Bouchard-Phillips@elections.ca</p>
<p><b>Send invoices to:</b></p>	
<p>[insert name, title and sector at contract award]</p>	<p><b>Tel No.</b> [insert at contract award]</p> <p><b>E-mail</b> [insert at contract award]</p>

<p><b>IN WITNESS WHEREOF</b>, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.</p>	
<p>[Insert contractor's LEGAL NAME]</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p><b>Chief Electoral Officer</b></p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative]</p> <p>Procurement and Contracting Services</p> <p>Date: _____</p>

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**ARTICLES OF AGREEMENT**

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**Article 1 Interpretation****Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

“Bill C-23” has the meaning ascribed to it in Subsection 17.01.01;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;

“Development Milestones” has the meaning ascribed to it in Subsection 6.01.01;

“Effective Date” means the date stated as the “Date of the Contract” on the first page of the Contract;

“First Extension” has the meaning ascribed to it in Paragraph 3.02.01(a);

“General Conditions” means the general conditions for mixed goods and services attached hereto as Annex C;

“Implementation Milestones” has the meaning ascribed to it in Subsection 6.02.01;

“Initial Term” has the meaning ascribed to it in Subsection 3.01.01;

“Performance Incentive” has the meaning ascribed to it in Subsection 6.05.01;

“Performance Incentive Contract Value” has the meaning ascribed to it in Subsection 6.05.02;

“Postponement Notice” has the meaning ascribed to it in Subsection 18.01.01;

“Pricing Table” means the tables attached hereto as Annex B;

“Production and Distribution Milestones” has the meaning ascribed to it in Subsection 6.03.01;

“Resumption of Work Notice” has the meaning ascribed to it in Subsection 18.02.01;

“Second Extension” has the meaning ascribed to it in Paragraph 3.02.01(b);

## ARTICLES OF AGREEMENT

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“SPOC” means the Contractor’s single point of contact referred to in Subsection 5.01.01;

“SOW” means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;

“Task” or “Tasks” means the additional work set out in Part III of the SOW;

“Task Authorization” means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority and the Technical Authority in accordance with Article 10 a sample of which is attached hereto as Annex F;

“Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;

“Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set out in Subsection 10.02.02; and

“Term” means collectively, the Initial Term, the First Extension and the Second Extension, if Elections Canada exercises such irrevocable option to extend the Initial Term, in accordance with Section 3.02 of the Articles of Agreement.

- 1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of Agreement as if those words and terms were defined herein.
- 1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

### **Section 1.02 Priority of Documents**

- 1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

## ARTICLES OF AGREEMENT

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1. these Articles of Agreement;
2. Annex A – Statement of Work;
  - Appendix 1 – Web Content Accessibility Guidelines
  - Appendix 2 – Elections Canada Website Terms and Conditions
  - Appendix 3 – Pedagogical Resources Reference Materials
  - Appendix 4 – List of CLCA Claimant Groups
  - Appendix 5 – Standard of the use of Transport Layer Security Encryption
3. Annex B – Pricing Table;
4. Annex B.1 – Performance Incentive
5. Annex C – General Conditions – Mixed Goods and Services;
6. Annex D – Supplemental Conditions – Elections Canada to Own Intellectual Property Rights;
7. Annex E – Supplemental Conditions – Personal Information;
8. Annex F – Sample Task Authorization;
9. Annex G - Invoice Template;
10. Annex H – Detailed Workplan; and
11. The Contractor’s proposal, dated [insert date of proposal at contract award].

### **Article 2 Statement of Work**

- 2.01.01 The Contractor must perform the Work in accordance with the SOW.

### **Article 3 Period of Contract**

#### **Section 3.01 Term**

- 3.01.01 The Contract period will be from the Effective Date of the Contract up to and including September 30, 2016 (the “Initial Term”).

#### **Section 3.02 Option to Extend**

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**ARTICLES OF AGREEMENT**

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- 3.02.01 The Contractor will grant to Elections Canada an irrevocable option to extend the Contract for two additional periods under the same terms and conditions as follows:
- (a) the first extension will be for a period commencing on October 1, 2016 and terminating on either (i) the date that is 365 calendar days following the Polling Day of the 43<sup>rd</sup> Electoral Event or September 31, 2020, whichever comes first (the “First Extension”); and
  - (b) the second extension will commence on the day immediately following the last day of the First Extension and will terminate on the date that is 365 calendar days following the Polling Day for the 44<sup>th</sup> Electoral Event (the “Second Extension”).
- 3.02.02 If during the Initial Term there were fewer than three Electoral Events, Elections Canada may exercise its option for the First Extension by sending written notice to the Contractor at least 15 calendar days prior to the end of the Initial Term.
- 3.02.03 If during the Initial Term and the First Extension combined, there have been fewer than three Electoral Events, Elections Canada may exercise its option for the Second Extension by sending written notice to the Contractor at least 15 calendar days prior to the end of the First Extension.
- 3.02.04 For greater certainty, in no event shall the Term include more than the 42<sup>nd</sup>, 43<sup>rd</sup> and 44<sup>th</sup> federal general elections, unless a Postponement Notice is issued for any of such Electoral Events, in which case, the Term would include the next federal general election.
- 3.02.05 The First Extension and Second Extension may only be exercised by the Contracting Authority.

**Article 4 Authorities****Section 4.01 Contracting Authority**

- 4.01.01 The Contracting Authority for the Contract is:

**[insert at contract award]**

Procurement and Contracting Services  
Elections Canada  
30 Victoria Street  
Gatineau, QC K1A 0M6  
Tel: 819-  
Fax: 819-

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## ARTICLES OF AGREEMENT

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E-mail:

- 4.01.02 The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
- 4.01.03 Elections Canada may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor. Upon the issuance of the written notice, the name of the representative of the Contracting Authority shall be deemed to be amended.

### Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

**[insert at contract award]**

Elections Canada

Tel: 819-

Fax: 819-

E-mail:

- 4.02.02 The Technical Authority named above is the representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a contract amendment issued by the Contracting Authority.
- 4.02.03 Elections Canada may change the name of the representative designated as Technical Authority by sending a written notice to the Contractor. Upon the issuance of the written notice, the name of the representative of the Technical Authority shall be deemed to be amended.

## Article 5 Contractor's Representative

### Section 5.01 Single Point of Contact

- 5.01.01 The SPOC between the Contractor and Elections Canada is:

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**ARTICLES OF AGREEMENT**

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**[Note to Bidders]**

Bidders are to provide in their proposal the name, title, telephone number, facsimile number and e-mail address of its representative which will be included in this Section at contract award.

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;
  - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
  - (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

**Article 6 Basis of Payment****Section 6.01 Table A – Development Milestones**

- 6.01.01 Elections Canada will pay the Contractor the “Firm Lot Prices” identified in column D of the Pricing Table A – Development Milestones, plus applicable sales tax, for each milestone described in column B therein (the “Development Milestones”).

**Section 6.02 Table B – Implementation Milestones**

- 6.02.01 Subject to Subsection 18.02.03, Elections Canada will pay the Contractor the “Spring Readiness Firm Lot Prices” identified in column D of the Pricing Table B – Implementation Milestones, plus applicable sales tax, for each milestone described in column B therein (the “Implementation Milestones”) upon completion of each Implementation Milestone, either by way of a Polling Day Notice, a Revised Readiness Notice or a Resumption of Work Notice, as the case may be.
- 6.02.02 In addition to the “Spring Readiness Firm Lot Prices” paid in accordance with the Subsection 6.02.01 hereof, in the event that:
- (a) a Revised Readiness Notice is delivered to the Contractor in accordance with

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**ARTICLES OF AGREEMENT**

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Section 17.03 of the SOW; or

- (b) a Postponement Notice is issued in accordance with Subsection 18.01.01 and then a Resumption of Work Notice is received by the Contractor in accordance with Subsection 18.02.01,

Elections Canada will pay the Contractor “Fall Readiness Top-up Prices” identified in column E of the Pricing Table B – Implementation Milestones, plus applicable sales tax, for each Implementation Milestone.

**Section 6.03 Table C – Production and Distribution Milestones**

- 6.03.01 Elections Canada will pay the Contractor the “Firm Unit Price” identified in column D of the Pricing Table C – Production and Distribution Milestones, plus applicable sales tax, for each milestone described in column B therein (the “Production and Distribution Milestones”).

**Section 6.04 Table D – Additional Tasks**

- 6.04.01 Elections Canada will pay the Contractor the hourly rate set out in the Task Authorization, based on the “Firm Hourly Rate” identified in column C of the Pricing Table D – Additional Tasks, plus applicable sales tax, for the task described in Item 1 of column A therein, and more particularly described in Section 15 of the SOW.
- 6.04.02 Elections Canada will pay the Contractor the hourly rate set out in the Task Authorization, based on the “Firm Hourly Rate” identified in column C of the Pricing D – Additional Tasks, plus applicable sales tax, for the task described in Item 2 of column A therein, and more particularly described in Section 16.01 of the SOW.
- 6.04.03 Elections Canada will pay the Contractor the hourly rate set out in the Task Authorization, based on the “Firm Hourly Rate” identified in column C of the Pricing Table D – Additional Tasks, plus applicable sales tax, for the task described in Item 3 of column A therein, and as more particularly described in Section 16.02 of the SOW.
- 6.04.04 For the period from January 1, 2018 until the end of the Term, the “Fixed Hourly Rate” identified in column C of the Pricing Table D – Additional Tasks, will be adjusted for the year(s) in which the tasks described in Items 2 and 3 of the column A are actually performed, based on the percentage increase (or decrease) of the Consumer Price Index (CPI) for Canada, All-Items (not seasonally adjusted), published by Statistics Canada, in accordance with the following formula:

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$$\text{Annual Inflation Adjustment Factor} = \left( \frac{A}{B} - 1 \right) \times 100$$

Where:

- A** = Average of the monthly CPI for Canada, for the 12 months ending on December 31<sup>st</sup> of the calendar year immediately preceding the adjustment year
- B** = Average of the monthly CPI for Canada for the 12 months ending on December 31<sup>st</sup> of two calendar years preceding the adjustment year.

**Example:** If Work described in Section 16.01 is delivered pursuant to a Task Authorization during the period between January 1, 2019 and December 31, 2019, the “Fixed Hourly Rate” identified in column C of the Pricing Table D – Additional Tasks would be increased by 2.40% based on the following assumptions:

- A** = Average of the monthly CPI for Canada, for the 12 months ending December 31, 2018 = 145.3
- B** = Average of the monthly CPI for Canada for the 12 months ending December 31, 2017 = 141.9.

$$\text{Inflation Adjustment Factor} = \left( \frac{A}{B} - 1 \right) \times 100$$

$$\text{Inflation Adjustment Factor} = \left( \frac{145.3}{141.9} - 1 \right) \times 100$$

$$\text{Inflation Adjustment Factor} = 2.40\%$$

### Section 6.05 Annex B.1– Performance Incentive

- 6.05.01 If Elections Canada determines, in its sole and absolute discretion, based on the results of the Independent Evaluation conducted in accordance with Section 13 of the SOW, that the Contractor exceeded the 2011 Student Participation Rate and met all other Program Targets set out in Section 3.01.01 of the SOW, Elections Canada will pay the Contractor a performance incentive (the “Performance Incentive”) pursuant to the

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formula set out in column C of the Performance Incentive Table in Annex B.1, provided that in no event shall the total value of the Performance Incentive exceed 20 percent of the Performance Incentive Contract Value.

- 6.05.02 For purposes of this Section 6.05 and the Performance Incentive, the “Performance Incentive Contract Value” means the sum of the amounts paid by Elections Canada in accordance with Sections 6.01, 6.02 and 6.03, exclusive of applicable sales tax. For greater certainty, the Contractor acknowledges and agrees that the Performance Incentive Contract Value does not include any amounts paid by Elections Canada in accordance with Sections 6.04, 6.07 or 6.08.
- 6.05.03 If Elections Canada determines in its sole and absolute discretion, based on the Independent Evaluation conducted in accordance with Section 13 of the SOW, that the Contractor met but did not exceed the 2011 Student Participation Rate, or exceeded the 2011 Student Participation Rate but did not meet all other Program Targets set out in Section 3.01.01 of the SOW, no Performance Incentive will be paid to the Contractor.

**Section 6.06 Limitation of Expenditure**

- 6.06.01 Elections Canada’s total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$\_\_\_\_\_ [insert at contract award]. Customs duties are included and applicable sales tax and direct expenses are extra.
- 6.06.02 Upon the issuance of a Task Authorization for the Work described in Section 15 of the SOW, the amount stated as the “the total estimated cost (incl. applicable sales tax) on the first page of the Contract shall be deemed to be increased to include the amount set out in such Task Authorization.
- 6.06.03 Following the exercise of the options for either First Extension or the Second Extension, the amount stated as the “the total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in the applicable Task Authorization for the Work described in Section 16 of the SOW if and when such Task Authorization is issued in accordance with the process outlined in Section 10.02 .
- 6.06.04 Elections Canada’s total liability to the Contractor under the Contract with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the amount set out in such Task Authorization.
- 6.06.05 Throughout the Term, no increase in the total liability of Elections Canada or in the

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price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

6.06.06 With respect to the amount set out in any Task Authorization, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:

(a) when it is 75 percent committed, or

(b) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.06.07 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada's liability.

### Section 6.07 Travel and Living Expenses

6.07.01 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense provided in Appendices B, C and D of the *Treasury Board Travel Directive*, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

6.07.02 All travel must have the prior authorization of the Technical Authority. All payments are subject to audit.

### Section 6.08 Other Direct Expenses

6.08.01 The Contractor will be reimbursed for the direct shipping costs reasonably and properly incurred for the Work described in Sections 8.03.02, 8.03.03, 9.03.02, 9.03.03, 10.01.05, 10.01.06, 10.02.03 and 10.02.04 of the SOW. These expenses will be paid at actual cost without any allowance for profit and/or administrative overhead, upon submission of an itemized statement supported by copies of the invoices, receipts and vouchers.

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6.08.02 All payments of direct expenses are subject to audit.

**Section 6.09 Applicable Sales Tax**

6.09.01 The estimated amount of sales tax, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 8 - Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

**Article 7 Information Reporting****Section 7.01 Form T1204**

7.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:

- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
- (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

**Article 8 Payment and Invoices**

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**Section 8.01 Milestone Payments for Work related to Development, Implementation, Production and Distribution (Pricing Tables A, B and C of Annex B)**

8.01.01 Elections Canada will make the applicable Development Milestones payments, Implementation Milestones payments and the Production and Distribution Milestones payments described in Sections 6.01, 6.02 and 6.03 provided that:

- (a) an accurate and complete claim for payment using the invoice template set out in Annex G and any other supporting document required by the Contract have been submitted in accordance with Section 8.05 and the section entitled "Invoice Submission" of the General Conditions;
- (b) all such documents have been verified by Elections Canada;
- (c) the "Firm Lot Prices" , the "Spring Readiness Prices" , the "Fall Readiness Top-up Prices" (if applicable) or the "Firm Unit Prices," as set out in the applicable Pricing Table, represent the actual Work required to perform all tasks and deliverables associated with each of the applicable Development Milestones, Implementation Milestones and Production and Distribution Milestones; and
- (d) all Work, including all tasks and antecedent deliverables associated with the applicable Development Milestones, Implementation Milestones and Production and Distribution Milestones have been completed by the Contractor and accepted by Elections Canada.

**Section 8.02 Method of Payment for Task Authorizations (Pricing Table D of Annex B)**

8.02.01 For each Task Authorization, Elections Canada will pay the Contractor on a monthly basis for that part of the Work set out in the Task Authorization completed and delivered during the month covered by the invoice in accordance with the Contract provided that:

- (a) an accurate and complete claim for payment using the invoice template set out in Annex G and any other documents required by the Contract have been submitted in accordance with Section 8.05 and the section entitled "Invoice Submission" of the General Conditions;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work pursuant to the Task Authorization has been performed by the Contractor and accepted by Elections Canada.

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### Section 8.03 Method of Payment for Performance Incentive (Annex B-1)

8.03.01 Following the completion of the Independent Evaluation, Elections Canada will pay the Contractor the Performance Incentive in accordance with Section 6.05 provided that:

- (a) the Contractor submits an accurate and complete request for payment of the Performance Incentive calculated in accordance with the formula set out in column C of the Performance Incentive Table in Annex B.1. The request for payment of the Performance Incentive must set out the Contractor's determination of the value of the Performance Incentive and provide all particulars, including all documents to substantiate the value of the Performance Incentive; and
- (b) all particulars and substantiating documents referred to in Paragraph 8.03.01(a) have been reviewed and verified by Elections Canada and confirmed using the results of the Independent Evaluation.

8.03.02 If, upon completing the review described in Paragraph 8.03.01(b), Elections Canada concludes that the Contractor's determination of the value of the Performance Incentive is incorrect, Elections Canada will notify the Contractor in writing of the correct value of the Performance Incentive. The Contractor must then submit a new request for payment of the corrected value of the Performance Incentive. Elections Canada will pay the corrected value of the Performance Incentive upon submission of a new request by the Contractor.

### Section 8.04 Method of Payment of Direct Expenses

8.04.01 Elections Canada will reimburse the Contractor for direct expenses set out in Subsection 6.08.01 and in accordance with Section 8.05 and the section entitled "Invoice Submission" of the General Conditions.

### Section 8.05 Invoices

8.05.01 The Contractor must submit invoices using the invoice template set out in Annex G and in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until that part of the Work identified in the invoice is completed and delivered.

8.05.02 Each invoice must be supported by:

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- (a) a copy of time sheets to support the time claimed for Work completed pursuant to a Task Authorization;
- (b) the documents referred to in Sections 8.01, 8.02, or 8.03 as applicable, or written progress reports as specified in the SOW to substantiate the Work performed; and
- (c) a copy of the invoices, receipts, and vouchers for all authorized travel and living expenses and other direct expenses, if applicable.

8.05.03 The original and one copy of each invoice along with one copy of the supporting documentation referred to in Subsection 8.05.02 must be forwarded to the Technical Authority for certification and payment.

**Article 9 Elections Canada's Facilities, Personnel, Elections Material and Trademark****Section 9.01 Access to the Location of the Work**

9.01.01 Elections Canada's facilities, equipment and documentation are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

**Section 9.02 Access to Personnel**

9.02.01 Elections Canada's personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

9.02.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada's earliest convenience.

**Section 9.03 Election Material**

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- 9.03.01 In accordance with Article 10 of the SOW, Elections Canada will provide the Contractor with Election Material at no cost.
- 9.03.02 Election Material provided to the Contractor by Elections Canada will be deemed to form part of what constitutes “EC Property” for the purposes of the Annex C – General Conditions.

**Section 9.04 Official Mark**

- 9.04.01 Elections Canada authorizes the Contractor to reproduce the Elections Canada logo only for the purposes of the Contractor fulfilling its obligations under this Contract.

**Article 10 Tasking****Section 10.01 Additional Tasks**

- 10.01.01 The Technical Authority may request that the Contractor provide any or all of the Tasks set out in Part III of the SOW. All Task Requests shall be authorized by both the Contracting Authority and the Technical Authority in accordance with this Article 10 .
- 10.01.02 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex F.

**Section 10.02 Authorization Process****10.02.01 Step 1**

The Technical Authority shall submit a Task Request to the Contractor.

**10.02.02 Step 2**

The Contractor shall reply to the Task Request by submitting a proposal to the Task Request to the Contracting Authority and the Technical Authority within the timeframe specified in the Task Request (the “Task Request Proposal”).

Prior to submitting the Task Request Proposal, the Contractor may request any clarifications or negotiate any modifications as necessary, resulting in a ‘revised request’ from the Technical Authority.

The Task Request Proposal shall include the following:

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- (a) a detailed description of the Tasks to be performed;
- (b) the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Pricing Table D of Annex B, and acceptable price support and price breakdown including a breakdown by category of resource types;
- (c) an estimate or an actual number of level of person hours per category, as applicable;
- (d) an estimate or actual cost for the Task;
- (e) milestone completion dates required pursuant to the Task Request;
- (f) a request number (serialized coding for new activity traceability), including original documents and amendments;
- (g) the Contract number;
- (h) whether the Task will be performed by the Contractor or a sub-contractor;
- (i) contact information, including names, locations and telephone numbers;
- (j) a timeframe within which the Task Request must be approved to meet the proposed deliverable dates; and
- (k) any other supporting details.

**10.02.03 Step 3**

The Technical Authority shall notify the Contractor that the Task Request Proposal has either been:

- (a) rejected; or
- (b) submitted to the Contracting Authority for approval in accordance with the process identified in Step 4.

**10.02.04 Step 4**

The Contracting Authority will review the Task Request Proposal submitted in

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accordance with Paragraph 10.02.03(b) and if approved, the Contracting Authority will issue a Task Authorization. Upon the issuance of a Task Authorization the Contractor is authorized to commence the Task set out therein. In the event the Contracting Authority does not approve the Task Request Proposal, the Technical Authority may submit a new Task Request to the Contractor and the authorization process set out in Section 10.02 will apply.

### **Section 10.03 Changes to a Task Authorization**

10.03.01 A Task Authorization must not be amended. To the extent that changes to the Tasks set out in a Task Authorization are required, such changes must be requested by the Technical Authority by way of a new Task Request, using the identical procedure specified in this Article 10. The Task Request shall highlight the new requirements and any Task Authorization issued will replace the original Task Authorization.

### **Section 10.04 Task Authorization Completion Procedures**

- 10.04.01 The Contractor must monitor all Task Authorizations issued under the Contract.
- 10.04.02 Closure of a Task Authorization will be subject to the Technical Authority's acceptance of the completed Tasks.
- 10.04.03 If the Tasks performed pursuant to a Task Authorization are acceptable, the Technical Authority will inform the Contractor to proceed with the Task Authorization closure, at the detailed final costs.
- 10.04.04 If at any time the Contractor believes that the Tasks specified in a Task Authorization have been completed, the Contractor must proceed as follows to request the closure of the Task Authorization:
- (a) the Contractor must determine the final costs of the Task to Elections Canada, itemized as necessary for each individual Task within the Task Authorization; and
  - (b) the Contractor must submit a letter to the Technical Authority, with a copy to Contracting Authority, requesting the closure of the Task Authorization with reference to the completion of the Tasks described therein.

## **Article 11 Security Requirement**

### **Section 11.01 Security Requirement**

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11.01.01 There is no security requirement associated with the Contract.

**Article 12 Insurance****Section 12.01 Insurance**

12.01.01 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**Article 13 Applicable Laws****Section 13.01 Applicable Laws****[Note to Bidders]**

If the bidder has identified another province or territory in its proposal, this Section will be modified accordingly at contract award.

13.01.01 The Contract must be interpreted and governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada therein.

**Article 14 Certificates****Section 14.01 Certificates**

14.01.01 Compliance with the certifications provided by the Contractor in its proposal (the "Certificates") is a condition of the Contract and subject to verification by Elections Canada during the Term. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in the Certificates is untrue, whether made knowingly or unknowingly, Elections Canada may terminate the Contract for the default of the Contractor in accordance with Article 20 of the General Conditions.

**[Note to Bidders]**

The following Section will be included in the contract if you checked (e) in Subsection 2.2 of Part 9 - Certificates

**Section 14.02 Federal Contractors Program**

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14.02.01 Elections Canada may terminate the Contract in accordance with Article 20 – Default by Contractor of the General Conditions, if the Contractor is found to be non-compliant with the Federal Contractors Program.

**[Note to Bidders]**

The following Section will be included in the contract if you disclosed your status as a former public servant in receipt of a pension.

**Section 14.03 Proactive Disclosure of Contracts with Former Public Servants**

14.03.01 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

**[Note to Bidders]**

The following Section will be included in the contract if your proposal is the sole compliant proposal received by Elections Canada.

**Section 14.04 Fair Price Certification**

14.04.01 The Fair Price Certification signed by the Contractor and attached as Annex XX is a condition of the Contract and subject to verification by Elections Canada during the Term of the Contract. If it is determined that the certification made by the Contractor in such certification is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Contract for default in accordance with the General Conditions.

**Article 15 Access to Information**

15.01.01 All records created by the Contractor for purposes of the Work are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Elections Canada under the *Access to Information Act* and must, to the extent possible, assist Elections Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person who destroys, alters, falsifies or conceals a record, or directs anyone

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to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

**Article 16 Foreign Nationals****[Note to Bidders]**

Either Option 1 or Option 2 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

**OPTION 1**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**OPTION 2**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**Article 17 Termination Resulting from Amendments to the CEA****Section 17.01 Termination**

17.01.01 Notwithstanding any other provision in the Contract, the Contracting Authority may terminate the Contract at any time during the Term, upon delivery of written notice to the Contractor setting out the date of termination, in the event that Bill C-23, An Act to Amend the Canada Elections Act and other Acts and to Make Consequential Amendments to Certain Acts, 2d Session, 41st Parliament, 2014 ("Bill C-23")

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becomes an enforceable statute thereby amending the CEA, and Elections Canada determines, in its sole discretion, that it can no longer carry out the activities related to the Work.

17.01.02 In the event the Contracting Authority terminates the Contract in accordance with Subsection 17.01.01, the Contractor shall, on the date of termination, immediately cease all Work. To the extent that the Contractor has not already been paid or reimbursed by Elections Canada, the Contractor will be entitled to be paid for the costs that have been reasonably and properly incurred to perform the Contract as follows:

- (a) the value of all completed and unpaid parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, up to the date of termination;
- (b) if applicable, direct expenses reasonably and properly incurred in the performance of the Work, up to the date of termination; and
- (c) the cost to the Contractor that Elections Canada considers reasonable in respect of any additional services required to give effect to the early termination of the Contract and which are delivered to and accepted by Elections Canada.

17.01.03 The Contractor acknowledges and agrees that if the Contract is terminated in accordance with Subsection 17.01.01, it will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice provided by Elections Canada under this Article 17 except as expressly provided for herein. If applicable, the Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of termination.

### **Section 17.02 Amendment**

17.02.01 Notwithstanding Election Canada's full right to terminate the Contract pursuant to Subsection 17.01.01, if requested by Elections Canada in its sole discretion, the Parties agree to negotiate in good faith to amend the Contract to make any necessary modifications to the scope of the Work as a result of Bill C-23 becoming an enforceable statute. At any time during the negotiations Elections Canada may exercise its right to terminate the Contract in accordance with Section 17.01 .

## **Article 18 Postponement**

### **Section 18.01 Postponement of the Work related to the 42<sup>nd</sup> GE**

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- 18.01.01 Notwithstanding any other provision in the Contract, in the event that the Polling Day of an Electoral Event occurs on any day between June 15 and September 15, the Contracting Authority may, by delivery of written notice to the Contractor (a "Postponement Notice"), postpone the performance of the Work until the 43<sup>rd</sup> Electoral Event.
- 18.01.02 If a Postponement Notice is delivered to the Contractor in accordance with Subsection 18.01.01, the Contractor shall immediately cease all Work.

**Section 18.02 Process for Postponement of the Work related to the 42<sup>nd</sup> GE**

- 18.02.01 If a Postponement Notice is issued for the 42<sup>nd</sup> GE, the Contracting Authority will, upon the determination by Elections Canada of the Polling Day for the 43<sup>rd</sup> Electoral Event, deliver a notice to the Contractor setting out the Polling Day and the corresponding SPE Election Days for the 43<sup>rd</sup> Electoral Event (a "Resumption of Work Notice").
- 18.02.02 Upon receipt of a Resumption of Work Notice, the Contractor shall immediately resume implementing the Program and shall cause the SPE to be administered on the SPE Election Days set out in the Resumption of Work Notice and in accordance with all other terms and conditions of the Contract.
- 18.02.03 Notwithstanding that part of the Work associated with the Implementation Milestones may have been started by the Contractor prior to the issuance of a Postponement Notice, the Contractor shall be paid the "Spring Readiness Firm Lot Prices" and the "Fall Readiness Top-up Prices" identified in column D and E of Pricing Table B – Implementation Milestones, in accordance with Subsection 6.02.02, only upon the completion of all Implementation Milestones pursuant to a Resumption of Work Notice. For greater certainty, the Contractor will only be paid once for the Implementation Milestones relating to the 43<sup>rd</sup> Electoral Event.

**Section 18.03 Postponement of Work related to an Other Electoral Event**

- 18.03.01 If the work performed pursuant to a Task Authorization for the 44<sup>th</sup> Electoral Event or the 45<sup>th</sup> Electoral Event is postponed pursuant to a Postponement Notice, the Contractor shall immediately cease all Work. The Contractor will be paid for all completed and unpaid portions of the Work in accordance with Section 6.04.
- 18.03.02 Upon the issuance of a new Task Authorization, the Contractor shall complete the Work set out in such Task Authorization.

**Article 19 Intellectual Property Rights**

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### Section 19.01 Grant of License in Foreground Information

19.01.01 Notwithstanding Subsection 3.01.01 of the Supplemental Conditions – Elections Canada to own Intellectual Property Rights, Elections Canada hereby grants the Contractor a non-exclusive, fully-paid and royalty-free license to use or adapt the Foreground Information to the extent necessary for purposes of developing and/or implementing a student parallel election program other than for Elections Canada or for a federal electoral event.

### Section 19.02 Existing Intellectual Property Rights

19.02.01 Each of Elections Canada and the Contractor acknowledge and agree that nothing contained in the Supplemental Conditions – Elections Canada to own Intellectual Property Rights affects any existing Intellectual Property Rights belonging to Elections Canada, the Contractor or a third party.

## Article 20 Supplemental Conditions - Personal Information

### Section 20.01 Collection of Personal Information

20.01.01 Further to Subsection 4.01.04 of the Supplemental Conditions – Personal Information, when collecting Personal Information the Contractor must use the following consent form, or script if it is collecting Personal Information by telephone. The Contractor must not make any changes to this consent form or script:

(a) consent form:

By signing below you agree that the personal information you provide may be collected by, transferred to and/or used by Elections Canada under the authority of the *Canada Elections Act* and/or the *Privacy Act* (the “Acts”). The personal information you provide may be used by Elections Canada for any purpose authorized by the Acts and may be posted on Elections Canada’s website or incorporated into documents or reports that track the outcomes of the student parallel election program run by Elections Canada.

Agreed to by: \_\_\_\_\_

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

Please print name: \_\_\_\_\_

(b) script:

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You agree that by continuing this telephone conversation the personal information you provide may be collected by, transferred to and/or used by Elections Canada under the authority of the *Canada Elections Act* and/or the *Privacy Act* (the "Acts"). The personal information you provide may be used by Elections Canada for any purpose authorized by the Acts and may be posted on Elections Canada's website or incorporated into documents or reports that track the outcomes of the student parallel election program run by Elections Canada.

**[Note to Bidders]**

If applicable, depending on the legal status of the successful bidder, the following Article will form part of the resulting contract and will be completed at the award of the contract.

**Article 21 Joint Venture****Section 21.01 Joint Venture Contractor**

21.01.01 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:

(a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
- iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

21.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada's opinion, affects the performance of the Work in any way.

21.01.03 All the members are jointly and severally liable for the performance of the entire

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Contract.

- 21.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 21.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## **Annex A**

### **Statement of Work**

#### **Student Parallel Election Program**

## PART I – INTERPRETATION

### 1. DEFINITIONS

1.01 Unless the context clearly requires otherwise, the capitalized terms used in the SOW shall have the definitions assigned to them in the Contract or in this Section. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

2011 School Participation Rate means 3750, being the number of schools with at least one classroom that participated in the SPE held in relation to the 2011 federal general election;

2011 Student Participation Rate means 563,498, being the number of Students that participated in the SPE held in relation to the 2011 federal general election;

42<sup>nd</sup> GE means the 42<sup>nd</sup> federal general election;

Aboriginal Business means (a) a band as defined in the *Indian Act*; a sole proprietorship; a limited liability company, a cooperative; a partnership or not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control; or (b) a joint venture consisting of two or more Aboriginal Businesses or an Aboriginal Business and a non-Aboriginal Business, provided that in the latter case, the Aboriginal Business has at least 51 percent ownership and control of the joint venture. When an Aboriginal Business has six or more full time employees, at least 33 percent of them must be Aboriginal persons;

Aboriginal Person means a member of the First Nations, Métis, or Inuit who is ordinarily resident in Canada;

Bi-weekly means every two-weeks of the calendar year;

Branding Approach has the meaning ascribed to it in Section 4.02.01;

CEA means the *Canada Elections Act* (S.C. 2000, c.9), as amended from time to time;

CEOC means the Chief Electoral Officer of Canada;

Civic Education means the study of the institutions, practices and behaviours

	that support democratic life in Canada;
Civic Knowledge	means the knowledge and understanding of the basic principles of government and citizenship in order to participate in the democratic process;
Comprehensive Land Claims Agreement	means agreements between the Government of Canada and Aboriginal groups which have the force of law and, among other things, ensure that Aboriginal Businesses have access to procurement opportunities;
Date of Deployment	has the meaning ascribed to it in Section 6.01.01(m);
Detailed Workplan	means the workplan attached as Annex H to the Contract, which identifies the tasks necessary for carrying out the Work in accordance with this SOW;
Distribution Date	means the date for distributing the Pedagogical Resources and the Educator Training Materials, as determined by the Contractor;
EC	means the Office of the CEOC, commonly known as Elections Canada;
ECHQ	means EC's offices located at 30 Victoria Street, Gatineau, QC;
Education Administrators	means principals and principal associations, school boards and school board officials and ministries of education and ministry of education officials, all on a national, provincial or territorial level, as well as any other professional associations involved with the decision-making regarding school curriculum or the operation of education systems in Canada;
Educator Inquiry	has the meaning ascribed to it in Section 12.01.04;
Educator Training Materials	has the meaning ascribed to it in Section 9.01.01;
Educators	means Canadian teachers at the elementary level (grades 4 to 6), junior school level (grades 7 to 9) and the secondary level (grades 10 to 12);

Election Material	means ballot boxes, voting screens, electoral district maps and electoral maps by province or territory provided by EC in accordance with Section 10.01.02;
Electoral Period	means, for any Electoral Event, the period commencing on the date the writ is issued and ending two calendar days following the applicable Polling Day;
Electoral Event	means a federal general election and includes, either individually or in the aggregate, the 42 <sup>nd</sup> GE and any Other Electoral Event provided that in no event will the SPE be held in more than three federal general elections;
Independent Evaluation	has the meaning ascribed to it in Section 13.01.01;
Kick-off Meeting	has the meaning ascribed to it in Section 2.01.01;
Launch Event	has the meaning ascribed to it in Section 11.01.01(a);
Launch Event Plan	has the meaning ascribed to it in Section 11.01.01;
Media Call	has the meaning ascribed to it in Section 7.03.01;
Media Campaign	has the meaning ascribed to it in Section 7.01.01;
Media Campaign Timeline	has the meaning ascribed to it in Section 7.01.02;
Non-Partisan	means free from affiliation with, or influence of, or opposition to any political party, election, or candidate at the federal, provincial and territorial level, as determined by EC in its sole and absolute discretion;
Other Electoral Event	means the 43 <sup>rd</sup> Electoral Event and the 44 <sup>th</sup> Electoral Event, unless a Postponement Notice has been issued for any Electoral Event. In which case it would include the next Electoral Event;
Participant List	has the meaning ascribed to it in Section 11.02.03;
Pedagogical Resources	has the meaning ascribed to it in Section 8.01.01;

Polling Day	means the date for voting in the applicable Electoral Event;
Polling Day Notice	has the meaning ascribed to it in Section 17.02.01;
Program	has the meaning ascribed to it in Section 1.03.01;
Program Objective	has the meaning ascribed to it in Section 1.04.01;
Program Outcome Strategy	has the meaning ascribed to it in Section 15.01;
Program Output Report	has the meaning ascribed to it in Section 14.01.01;
Program Targets	has the meaning ascribed to it in Section 3.01.01;
Promotion and Participation Strategy	has the meaning ascribed to it in Section 6.01.01;
Promotional Materials	has the meaning ascribed to it in Section 6.01.01(m);
Readiness Notice	has the meaning ascribed to it in Section 17.01.01;
Revised Readiness Notice	has the meaning ascribed to it in Section 17.03.01;
SPE	means a student parallel election which is a simulated election that takes place in schools during the same period as a federal general election occurs and during which Students vote for their electoral district's candidates;
SPE Ballots	has the meaning ascribed to it in Section 10.02.01;
SPE Election Day	means the days on which Students participating in the Program vote and is any of the five Business Days prior to the Polling Day, as decided by each of the Educators participating in the Program;
Spring Readiness	means March 1, 2015 to June 14, 2015;
Students	means Canadian youth in elementary school grades 4 to 6,

	junior school grades 7 to 9 and secondary school grades 10 to 12;
Target Audience	means the target audience of the Program and includes Students, Educators and Education Administrators;
Underserved Communities	has the meaning ascribed to it in Section 6.01.01(i);
User Statistics	has the meaning ascribed to it in Section 5.02.03(a);
Website	has the meaning ascribed to it in Section 5.01.01; and
Website Plan	has the meaning ascribed to it in Section 5.01.12.

## 1.02 Background

- 1.02.01 The CEOC, an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, commonly known as EC.
- 1.02.02 In accordance with the CEA, the CEOC may implement public education and information programs to make the electoral process better known to students at the primary and secondary levels.

## 1.03 Requirement

- 1.03.01 The Contractor shall provide all planning, development and implementation of the services set out in Part II of the SOW (the “Program”).
- 1.03.02 As and when requested by the Technical Authority and, in accordance with a Task Authorization, the Contractor shall perform the services set forth in Section 15 and Section 16.

## 1.04 Program Objective

- 1.04.01 The objective of the Program is to increase Student awareness and understanding of Canadian democracy, elections and voting by providing them with an opportunity to experience the federal election process through a parallel election run in their school (the “Program Objective”). The Program seeks to encourage the practice of voting among Students before they reach voting age.

## **PART II – SERVICES**

## **2. General Project Management**

### **2.01 Meetings**

- 2.01.01 Within five Business Days of the Effective Date, the Contractor shall attend a kick-off meeting with the Technical Authority at ECHQ to discuss the Detailed Workplan (the “Kick-off Meeting”).
- 2.01.02 In the event that the Contract is extended for a First Extension or a Second Extension, as applicable, in accordance with Subsection 3.02.01 of the Articles of Agreement, the Contractor shall attend a further Kick-off Meeting with the Technical Authority at ECHQ to discuss any necessary adjustments to the Detailed Workplan and the date of such Kick-off Meeting shall be deemed to be the date of the Kick-off Meeting for purposes of Section 2.01.01.
- 2.01.03 The Contractor shall meet with EC, either via conference call or in person, determined at the Contractor’s option, for purposes of updating EC on the status of the activities set out in the Detailed Workplan, in accordance with the following schedule:
- (a) Bi-weekly for the period from the Kick-off Meeting until the commencement of the Electoral Period;
  - (b) on a weekly basis during the Electoral Period; and
  - (c) on a monthly basis following the Electoral Period until the end of the Initial Term, the First Extension or the Second Extension, as the case may be.

### **2.02 Written Reports**

- 2.02.01 The Contractor shall deliver written reports to EC in accordance with the following schedule:
- (a) Bi-weekly for the period from the Kick-off Meeting until the commencement of the Electoral Period;
  - (b) on a weekly basis during the Electoral Period; and
  - (c) on a monthly basis following the Electoral Period until the end of the Initial Term, the First Extension or the Second Extension, as the case may be.
- 2.02.02 The written reports shall, at a minimum, include the following components:
- (a) a summary of tasks and activities performed in accordance with the Detailed Workplan, for the period covered by the written report, including an explanation for any modifications;
  - (b) successes and achievements of note;

- (c) issues or areas for troubleshooting; and
- (d) website usage metrics described in Section 5.02.03, when available.

### **3. Program Targets**

#### **3.01 Program Targets**

3.01.01 The Contractor shall meet the following Program targets:

- (a) meet or exceed the 2011 School Participation Rate;
  - (b) meet or exceed the 2011 Student Participation Rate;
  - (c) ensure participation in the Program by Students in every province and territory and at each of the elementary (grades 4 to 6), junior (grades 7 to 9) and secondary (grades 10 to 12) school levels; and
  - (d) ensure participation in the Program in both English and French,
- (collectively, the “Program Targets”).

3.01.02 The Contractor’s success in meeting the Program Targets will be determined as part of the Independent Evaluation conducted in accordance with Section 13.

### **4. Branding Approach**

#### **4.01 Branding Concepts**

4.01.01 The Contractor shall develop three preliminary branding concepts for review and approval by the Technical Authority. Each branding concept shall:

- (a) contain a proposal for the Program name in both English and French;
- (b) contain a proposal for the Program’s visual identity including its logo, colors, fonts, graphic approach and visuals in either English or French;
- (c) contain a proposal for the consistent terminology (lexicon) that will be used in the Program in either English or French ; and
- (d) set out any other details that may be relevant to EC’s determination of its preferred branding concept in either English or French.

4.01.02 The Contractor shall deliver the three branding concepts to the Technical Authority within seven Business Days from the Kick-off Meeting.

4.01.03 The Technical Authority shall, at its sole discretion, decide which branding concept will be further developed and shall communicate such decision to the Contractor within five Business Days from the date of receipt of the three branding concepts.

#### 4.02 Development of the Branding Approach

- 4.02.01 The Contractor shall develop a branding approach for the Program, which expands upon the branding concept selected by the Technical Authority in accordance with Section 4.01.03 (the “Branding Approach”). The Branding Approach shall:
- (a) set out the Program name;
  - (b) set out the Program’s visual identity including its logo, colors, fonts, graphic approach and visuals;
  - (c) set out the consistent language and terminology that will be used in the Program;
  - (d) be applicable to the Target Audience;
  - (e) be visually representative of the cultural mosaic and ethno-cultural Student population of Canada when using photos, video or other imagery to promote or illustrate the Program publicly; and
  - (f) be suitable for all public forums.
- 4.02.02 The Contractor shall develop the Branding Approach in English and French.
- 4.02.03 The Contractor shall ensure that the Branding Approach is Non-Partisan.
- 4.02.04 The Contractor shall use the Branding Approach in all aspects of the Program, including, but not limited to, in developing and implementing the services set out in this Part II of the SOW.
- 4.02.05 The Contractor shall deliver a draft Branding Approach to the Technical Authority within five Business Days from the date of receipt of the Technical Authority’s selection of the branding concept pursuant to Section 4.01.03.
- 4.02.06 The Technical Authority shall have five Business Days from the date of receipt of the draft Branding Approach to review it and provide comments, if any, to the Contractor.
- 4.02.07 The Contractor shall incorporate all comments from the Technical Authority in the Branding Approach. The Contractor shall deliver the Branding Approach to the Technical Authority within five Business Days from the date of receipt of the Technical Authority’s comments.

#### **5. Website**

##### 5.01 Development of Website

- 5.01.01 The Contractor shall develop a new, standalone and publicly accessible website for the Program (the “Website”).
- 5.01.02 The Website shall:

- (a) be aligned with the Branding Approach;
- (b) be visually appealing;
- (c) be intuitive to use;
- (d) be optimized for, and compatible with, viewing on mobile devices such as tablets and smartphones as further specified in Section 5.01.07;
- (e) contain a section devoted to information about the Program;
- (f) contain a section devoted to Non-Partisan content on electoral districts and the electoral process;
- (g) contain information on the importance of being civically active and engaged;
- (h) contain a newsroom or newsfeed (as further specified in Section 5.01.06) which contains press releases, stories and other media products related to the Program as well as up-to-date information about the Electoral Event and which may be used to disseminate the SPE Election Day results;
- (i) enable online registration for the Program using a securely encrypted form;
- (j) display key dates and Program reminders for Educators;
- (k) contain an events page detailing the various events taking place in support of the Program;
- (l) contain a communication forum for Educators to provide feedback and share information with other Educators about the planning and implementation of the Program in their schools;
- (m) contain a question and answer forum, available in English and French, to enable registered and participating Educators and Students to ask the Contractor questions online;
- (n) contain links to the Program's social media platforms;
- (o) contain a section which provides access to the Program's Pedagogical Resources and Educator Training Materials;
- (p) disseminate the SPE Election Day results in accordance with the timeframe set out in Section 12.03.03;
- (q) provide access to the Independent Evaluation results, once published by EC, and any accompanying communication products that highlight the evaluation results.

5.01.03 The Contractor shall make the Website available in both English and French, with a link to the English or French version, as applicable.

5.01.04 The Contractor shall register the domain name for the Website which contains the Program name or an abbreviation thereof in English and French. The Website shall use one of the following domain suffixes:

- (a) .ca;
- (b) .com; or
- (c) .org.

- 5.01.05 The Contractor shall transfer the domain name rights to EC at the end of the Term in accordance with Article 11 of the General Conditions and pursuant to any instructions that may be provided by the Technical Authority at that time.
- 5.01.06 The Contractor shall code the Website in HTML5 (or later), which will include the “real attribute”, where applicable, and UTF-8 (character coding) and the Contractor shall ensure that the Website has web feeds for new and updated content.
- 5.01.07 The Contractor shall design and optimize the Website for use on mobile devices, using the responsive web design approach through CSS3 media queries.
- 5.01.08 The Contractor shall design the Website to meet all of the Web Content Accessibility Guidelines (WCAG) 2.0 (W3C version 2, level AA) in accordance with the Treasury Board Standard on Web Accessibility (Accessibility Standard) (attached as Appendix 1 to the SOW) and shall incorporate the EC’s website terms and conditions (attached as Appendix 2 to the SOW) as a link on the Website.
- 5.01.09 The Contractor shall use a Transport Layer Security (TLS) encryption protocol for the Website to ensure communication security and confidentiality of the information contained on the Website. The Contractor shall regularly update the TLS version and supporting cryptography to meet the Government of Canada standard on the use of TLS, set out in Appendix 5 to the SOW. The Contractor shall not allow any connections using the deprecated Secure Socket Layer (SSL) encryption protocol. The Contractor shall ensure that the Website is secure and is not susceptible to vulnerabilities or attacks known to a reasonable person, and shall apply all applicable vendor security patches.
- 5.01.10 The Contractor shall ensure that there are encrypted connections for the Website server whenever Personal Information is entered on the Website.
- 5.01.11 The Contractor shall limit access to the Website servers, using appropriate access controls, to individuals requiring access to the servers for administrative purposes. The Contractor shall ensure that any information stored on the Website or the servers cannot be publicly accessed.
- 5.01.12 The Contractor shall deliver a draft Website design and all content in graphic format (such as a wire chart) (the “Website Plan”) to the Technical Authority within 12 Business Days from the Kick-off Meeting.
- 5.01.13 The Technical Authority shall have five Business Days from the date of receipt of the draft Website Plan to review it and provide comments, if any, to the Contractor. Notwithstanding Section 5.01.08, upon receipt of the draft Website Plan, the Technical

Authority reserves the right, in its sole discretion, to amend EC's website terms and conditions attached as Appendix 2 to the SOW, as necessary.

- 5.01.14 The Contractor shall incorporate all comments provided by the Technical Authority into the Website Plan. The Contractor shall deliver the Website Plan to the Technical Authority within five Business Days from the date of receipt of the Technical Authority's comments.
- 5.01.15 Within 15 Business Days from the date the Contractor delivered the Website Plan to the Technical Authority in accordance with Section 5.01.14, the Contractor shall develop a beta version of the Website, based upon the Website Plan.
- 5.01.16 The Technical Authority shall have five Business Days from the date of receipt of the beta version of the Website to review it and provide comments, if any, to the Contractor.
- 5.01.17 The Contractor shall incorporate all comments from Technical Authority on the beta version of the Website.
- 5.01.18 The Contractor shall take the Website live, in accordance with the Website Plan and all other requirements set out in Section 5.01 by no later than 10 Business Days from the date the Contractor received comments from the Technical Authority in accordance with Section 5.01.16.
- 5.02 Implementation of the Website
- 5.02.01 Once the Website is live, the Contractor shall regularly update the content of the Website in accordance with the Website Plan and shall maintain the Website in accordance with Section 5.03, until the end of the applicable Electoral Period.
- 5.02.02 For greater certainty and notwithstanding the obligation in Section 5.01.02(h), the Contractor acknowledges and agrees that it will not publish any press releases, stories or other media products about identifiable individuals on the Website without obtaining the prior written consent from the applicable individuals.
- 5.02.03 The Contractor shall track the Website usage metrics, including without limitation:
- (a) the number of hits, views, visits and unique visitors ("User Statistics") to the Website, on a daily, weekly and monthly basis; and
  - (b) the number of comments made or discussion threads generated in the communications forum and the question and answer forum.
- 5.03 Minimum Service Level Requirements of the Website

- 5.03.01 The Contractor shall have a contingency plan to resolve Website failures and crashes and other online issues related to the Website, including a return to service within a maximum of 24 hours.
- 5.03.02 The Contractor shall ensure an overall uptime of the Website of 99.7% during a 30-day period. The calculation of the overall uptime will include any downtime for maintenance.
- 5.03.03 The Contractor shall provide bandwidth and central processing unit (CPU) load capacity to handle a load of up to 10,000 concurrent users of the Website.
- 5.03.04 The Contractor shall ensure that the Website loads with an error response rate of no more than 2% during any given hour.
- 5.03.05 The Contractor shall provide redundant connectivity to the internet.
- 5.03.06 The Contractor shall ensure an internet response time of no greater than 200 milliseconds.
- 5.03.07 The Contractor shall ensure that the Website and individual web pages of the Website take no longer than 5 seconds to load.

## **6. Promotion and Participation Strategy**

### **6.01 Development of the Promotion and Participation Strategy**

- 6.01.01 The Contractor shall develop a strategy to promote the Program to Educators and Education Administrators in order to solicit the registration and participation of Educators in the Program. The strategy shall:
  - (a) be aligned with the Branding Approach;
  - (b) contain an approach to create awareness and understanding of the Program among Educators and Students;
  - (c) contain a list of Education Administrators to be contacted in order to generate awareness of the Program;
  - (d) describe the approach to gain the acceptance of the Program by Education Administrators for purposes of having the Education Administrators further encourage registration and participation by Educators in the Program;
  - (e) identify potential endorsement, co-promotional activities or partnership opportunities related to the Program between EC and Education Administrators;
  - (f) describe the approach to communicate with Educators;
  - (g) describe the approach to generate registration and participation by Educators and Students in all provinces and territories;

- (h) describe the approach to generate registration and participation by Educators and Students in English and French language schools;
- (i) describe the approach to generate registration and participation by Educators and Students in underserved communities, including without limitation:
  - (i) aboriginal communities;
  - (ii) remote and rural communities;
  - (iii) English communities in the province of Quebec and French communities in provinces outside of Quebec; and
  - (iv) Students with disabilities(collectively, “Underserved Communities”);
- (j) describe the approach to generate registration and participation by Educators and Students in Quebec;
- (k) list the promotional activities, to be conducted in English and French, prior to and during the Electoral Period;
- (l) set out the timeline for implementing such promotional activities;
- (m) include a list promotional materials to be used in promoting the Program (the “Promotional Materials”) and a calendar detailing the actual date of deployment of each of the Promotional Materials (the “Date of Deployment”); and
- (n) describe how registration for participation in the Program on multiple platforms, including without limitation, online (website and mobile website interfaces), in person, by telephone, by fax, by mail, etc. will be completed,  
(collectively, the “Promotion and Participation Strategy”).

6.01.02 The Contractor shall deliver a draft Promotion and Participation Strategy to the Technical Authority within 25 Business Days from the Kick-off Meeting.

6.01.03 The Technical Authority shall have five Business Days from the date of receipt of the draft Promotion and Participation Strategy to review it and provide comments, if any, to the Contractor.

6.01.04 The Contractor shall incorporate all comments provided by the Technical Authority into the Promotion and Participation Strategy. The Contractor shall deliver the Promotion and Participation Strategy within 15 Business Days from the date of receipt of the Technical Authority’s comments.

## 6.02 Promotional Materials

6.02.01 The Contractor shall develop the Promotional Materials in English and French.

6.02.02 The Contractor shall develop prototypes of all Promotional Materials.

- 6.02.03 At least 15 Business Days prior to the Date of Deployment of any Promotional Materials, the Contractor shall deliver prototypes of the applicable Promotional Materials to the Technical Authority for approval.
- 6.02.04 The Technical Authority shall have five Business Days from the date of receipt of the applicable prototype Promotional Materials to review them and provide comments, if any, to the Contractor.
- 6.02.05 The Contractor shall incorporate all comments provided by the Technical Authority into the applicable prototype Promotional Materials and shall deliver a copy of such finalized Promotional Materials to the Technical Authority within five Business Days from the date of receipt of the Technical Authority's comments in accordance with Section 6.02.04.
- 6.02.06 The Contractor shall produce and deploy the applicable Promotional Materials, using the applicable prototype Promotional Materials, developed in accordance with Section 6.02.05, by the Date of Deployment.
- 6.02.07 With the prior written approval of the Technical Authority, the Contractor may, to the extent necessary, update or revise the list of Promotional Materials to be deployed pursuant Section 6.01.01(m), provided it does so at its own expense and in accordance with the applicable Date of Deployment.
- 6.03 Implementation of the Promotion and Participation Strategy
- 6.03.01 The Contractor shall complete the implementation of the Promotion and Participation Strategy, as delivered to the Technical Authority in accordance with Section 6.01.04, and in accordance with all other requirements set out in Section 6.01, Section 6.02 and this Section 6.03 no later than 10 Business Days prior to the first possible SPE Election Day.
- 6.03.02 The Contractor shall create and maintain a database of Educators contacted with respect to registration and participation in the Program, including Educator name, Educator's work email address, school name, school address, school telephone and fax numbers, number of grades in the school, number of students in the school, language, whether the school is in an Underserved Community, where the Educator heard about the Program and the Educator's method of registration.
- 6.03.03 The Contractor shall ensure that access to the database described in Section 6.03.02 is protected by a password or another appropriate access control method and that all other security requirements set out in Annex E are met.
- 6.03.04 The Contractor shall track and maintain records of the following registration and participation statistics, nationally and by province:
- (a) method of registration for participation (i.e., online, by telephone, in person, etc.);

- (b) number of schools with at least one classroom registered and participating;
- (c) number of Educators registered and participating;
- (d) number of Students registered and participating;
- (e) number of Students per grade registered and participating;
- (f) number of schools with at least one classroom registered and participating by level: elementary (grades 4 to 6), junior (grades 7 to 9) or secondary (grades 10 to 12);
- (g) number of schools with at least one classroom registered and participating by linguistic breakdown (English, French, bilingual); and
- (h) number of schools with at least one classroom in Underserved Communities registered and participating.

6.03.05 The Contractor shall contact the Education Administrators listed in the Promotion and Participation Strategy for purposes of promoting the Program.

6.03.06 The Contractor shall create and maintain a database of all Education Administrators contacted in accordance with Section 6.03.05. The database shall include the following information:

- (a) for Education Administrators that are individuals:
  - (i) name;
  - (ii) contact information (email address, postal address, phone number); and
  - (iii) school name and location, school board or ministry of education with which the Education Administrator is employed; and
- (b) for Education Administrators that are organizations:
  - (i) name of point of contact;
  - (ii) contact information (email address, postal address, phone number);
  - (iii) the purpose or focus of the organization; and
  - (iv) the province or territory in which the organization is located.

6.03.07 The Contractor shall ensure that access to the database described in Section 6.03.06 is protected by a password or another appropriate access control and that all other security requirements set out in Annex E are met.

6.03.08 If, pursuant to its obligation in Section 6.01.01(e), the Contractor becomes aware of offers by Education Administrators to endorse the Program, co-promote the Program or partner with EC to support the Program, the Contractor shall immediately notify the Technical Authority of such offers.

6.03.09 The Contractor may accept offers by Education Administrators to encourage Educators to register and participate in the Program but such acceptance does not authorize the Contractor to enter into any partnership agreements, whether formal or informal, with any Education Administrator.

## **7. Media Campaign**

### **7.01 Development of the Media Campaign**

7.01.01 The Contractor shall develop a media campaign to promote and market the Program (the "Media Campaign"). The Media Campaign shall:

- (a) be aligned with the Branding Approach;
- (b) increase awareness of the Program;
- (c) increase registration and participation in the Program and shall align, as necessary, with the Promotion and Participation Strategy;
- (d) have primary and secondary messages that will be used by the media in promoting the Program;
- (e) use press releases, media advisories and other communications products to support the Program's communications objectives;
- (f) use traditional media and current and emerging technology trends to promote the Program through various media channels, including without limitation, print, radio, television, interactive media;
- (g) use news conferences and media briefings to attract the attention of the media;
- (h) use at least three social media platforms, each of which is registered in the Program's name. The social media platforms shall be integrated with other deliverables including the Website and School Promotion and Engagement Strategy;
- (i) provide media coverage of the Program nationally and on multiple platforms; and
- (j) provide media coverage of the Program in English and French.

7.01.02 The Contractor shall develop a timeline for carrying out the Media Campaign (the "Media Campaign Timeline").

7.01.03 The Contractor shall deliver a draft overview of the Media Campaign, together with the draft Media Campaign Timeline, to the Technical Authority within 25 Business Days from the Kick-off Meeting.

7.01.04 The Technical Authority shall have five Business Days from the date of receipt of the draft overview of the Media Campaign and the draft Media Campaign Timeline to review them and provide comments, if any, to the Contractor.

7.01.05 The Contractor shall incorporate all comments received from the Technical Authority into the overview of the Media Campaign and the Media Campaign Timeline, as applicable. The Contractor shall deliver the overview of the Media Campaign and the Media Campaign Timeline to the Technical Authority within 10 Business Days from the date of receipt of the Technical Authority's comments.

7.02 Implementation of the Media Campaign

7.02.01 The Contractor shall commence the implementation of the Media Campaign, as outlined to EC in accordance with Section 7.01.05 and the Media Campaign Timeline, no later than 50 Business Days from the Kick-off Meeting.

7.02.02 The Contractor shall track the following statistics:

- (a) the number of times the Program was mentioned in traditional and non-traditional media by location (e.g., province, territory, municipality) and by language;
- (b) the number of "posts", "updates", "tweets" or other social media communication produced by the Contractor for purposes of promoting, marketing and creating awareness about the Program, on a daily, weekly and monthly basis; and
- (c) the number of "likes", "followers", "friends", "views", "hits", "tweets", "retweets" or other social media communication from the public about the Program, on a daily, weekly and monthly basis.

7.02.03 The Contractor shall disseminate the SPE Election Day results nationally and on multiple platforms, including social media platforms, in accordance with the timeframe set out in Section 12.03.03.

7.02.04 The Contractor shall track all media coverage of the Program and shall collect and deliver to EC, within 10 Business Days of a request by EC, all press clippings (whether print or electronic), where the Program is mentioned.

7.02.05 The Contractor shall respond to Media Calls in accordance with Section 7.03.05.

7.02.06 Notwithstanding Section 7.02.05, if, as part of the Media Campaign, the Contractor wishes to contact the media to promote or provide information about the Program, the Contractor shall obtain prior written approval from the Technical.

7.03 Media Relations

7.03.01 Throughout the Term, the Contractor shall be the initial point of contact for media calls, enquiries or requests for interviews, whether from print media, radio media, television media or electronic media, to the extent that such calls or enquiries relate to the Program (each a "Media Call").

- 7.03.02 The Contractor shall inform the Technical Authority of any Media Call, all relevant details and contact information of such Media Call within two hours of receipt of the Media Call.
- 7.03.03 Except as provided for in Section 7.03.05, the Contractor acknowledges and agrees that EC shall be solely responsible for providing responses to Media Calls.
- 7.03.04 As requested by the Technical Authority, the Contractor shall:
- (a) provide background information about the Program, suggested responses to interview questions and any other information that may be necessary for EC or EC's designated person(s) to respond to Media Calls or participate in interviews; and
  - (b) coordinate the logistics related to EC or EC's designated person(s) responding to Media Calls and providing interviews (including arranging the interview venue).
- 7.03.05 To the extent that a Media Call relates only to information regarding the logistics of the Program (e.g. the dates on which events are taking place), the Contractor may respond directly to such Media Call and provide the necessary information to the media, or direct the media to the Website, as applicable.

## **8. Pedagogical Resources**

### **8.01 Development of the Pedagogical Resources**

- 8.01.01 The Contractor shall develop a series of pedagogical resources to be used by participating Educators in preparing Students for the SPE Election Day (the "Pedagogical Resources"). The Contractor shall only use list of reference materials set out in Appendix 3 of the SOW to develop the Pedagogical Resources.
- 8.01.02 The Contractor shall ensure that the Pedagogical Resources:
- (a) teach Students about the following themes:
    - (i) the federal electoral and legislative process in Canada;
    - (ii) areas of jurisdiction of the federal, provincial and municipal levels of government;
    - (iii) democracy in Canada;
    - (iv) electoral systems outside of Canada (at least two), including without limitation, first-past-the-post systems (e.g., United Kingdom), mixed-member proportional systems (e.g., New Zealand), presidential systems (e.g., USA), two-round voting systems (e.g., France), alternative voting systems (e.g., Australia), single transferable vote systems (e.g., Sweden) or systems with no provisions for direct elections (e.g., China);
    - (v) Canadian political parties;

- (vi) role of candidates in electoral districts;
  - (vii) rights and responsibilities associated with Canadian citizenship; and
  - (viii) importance of civic engagement and participation in the democratic process;
- (b) be appropriate for the respective grade levels of the Students;
  - (c) promote literacy, media literacy, research, inquiry, analysis, and presentation skills-based learning;
  - (d) be adaptable to varying levels of Civic Knowledge, literacy and competency levels amongst Students;
  - (e) be modular or act as stand-alone lessons so that Educators can decide which Pedagogical Resources to teach;
  - (f) include step-by-step instructions for organizing events around the Program;
  - (g) facilitate peer-to-peer discussion and learning;
  - (h) encourage Students to engage in dialogue with parents, family and friends; and
  - (i) use at least three formats that are applicable to the classroom setting, including without limitation, print, audio, video, multimedia/interactive media.
- 8.01.03 The Contractor shall deliver a draft outline of the Pedagogical Resources that the Contractor intends to develop to the Technical Authority within 40 Business Days from the Kick-off Meeting. The draft outline shall contain a brief description of the Pedagogical Resources, including a summary of all lesson plans, and supporting products.
- 8.01.04 The Technical Authority shall have five Business Days from the date of receipt of the draft outline of the Pedagogical Resources to review it and provide comments, if any, to the Contractor.
- 8.01.05 The Contractor shall incorporate all comments provided by the Technical Authority into the outline of the Pedagogical Resources. The Contractor shall deliver the outline of the Pedagogical Resources to the Technical Authority within five Business Days from the date of receipt of the Technical Authority's comments.
- 8.01.06 Within 35 Business Days from the date the Contractor delivered the outline of the Pedagogical Resources to the Technical Authority, in accordance with Section 8.01.05, the Contractor shall deliver a prototype of all Pedagogical Resources based on the outline of the Pedagogical Resources, to the Technical Authority.
- 8.01.07 The Technical Authority shall have five Business Days from the date of receipt of the prototype Pedagogical Resources to review them and provide comments, if any, to the Contractor.

8.01.08 The Contractor shall incorporate the comments from the Technical Authority into the prototype Pedagogical Resources. The Contractor shall deliver a copy of the finalized Pedagogical Resources to the Technical Authority within five Business Days from the date of receipt of the Technical comments in accordance with Section 8.01.07.

8.02 Production of the Pedagogical Resources

8.02.01 The Contractor shall complete the following tasks for the production of the Pedagogical Resources, using the prototype Pedagogical Resources developed in accordance with Section 8.01.08, by no later than 120 Business Days from the Kick-off Meeting:

- (a) translate the Pedagogical Resources in either English or French, as applicable;
- (b) produce such number of copies of Pedagogical Resources as is required for the number of Educators that are registered to participate in the Program;
- (c) package the Pedagogical Resources for distribution to Educators registered to participate in the Program; and
- (d) securely store the packaged Pedagogical Resources.

8.03 Distribution of the Pedagogical Resources

8.03.01 The Contractor shall ensure that the Distribution Date provides Educators with sufficient time to teach the Pedagogical Resources to the Students and implement the activities outlined therein, but in no event shall the Distribution Date be prior to the issuance of a Polling Day Notice or a Revised Readiness Notice, as the case may be.

8.03.02 The Contractor shall distribute the Pedagogical Resources to all Educators registered to participate in the Program by the Distribution Date.

8.03.03 In the event that an Educator's address for distribution of the Pedagogical Resources is located on lands that are subject to Comprehensive Land Claims Agreements, the Contractor shall use the services of a local Aboriginal Business for delivery of the Pedagogical Resources to such Educator, provided that there is an Aboriginal Business that offers such delivery services. In order to comply with this obligation, the Contractor may contact the claimant groups listed in Appendix 4 to obtain a list of Aboriginal Businesses that provide courier services in the geographical regions subject to Comprehensive Land Claims Agreements.

8.03.04 The Contractor shall upload electronic versions of the Pedagogical Resources to the Website by the Distribution Date.

8.03.05 The Contractor shall immediately inform the Technical Authority of any requests that the Contractor receives for the provision of the Pedagogical Resources in accessible formats, including without limitation, braille, large print, captions for video content, etc.

**9. Educator Training Materials**

9.01 Development of the Educator Training Materials

9.01.01 The Contractor shall develop materials to train Educators to teach and implement the Pedagogical Materials in their classrooms and to administer the SPE Election Day in their school (the “Educator Training Materials”).

9.01.02 The Educator Training Materials shall, at a minimum, include:

- (a) fact sheets and/or information sheets, videos, multimedia and/or presentations (e.g., PowerPoint, Prezi) on the content of the Pedagogical Resources;
- (b) instructions for the administration of the SPE, including SPE Election Day voting instructions, and instructions for reporting the SPE Election Day Results; and
- (c) a calendar with key dates for the SPE.

9.01.03 The Educator Training Materials shall be intuitive and appropriate for use in the classroom.

9.01.04 The Contractor shall deliver a draft list of the Educator Training Materials that the Contractor intends to develop to the Technical Authority within 40 Business Days from the date of the Kick-off Meeting. The draft list shall contain a brief description of each of the Educator Training Materials.

9.01.05 The Technical Authority shall have five Business Days from the date of receipt of the draft list of Educator Training Materials to review it and provide comments, if any, to the Contractor.

9.01.06 The Contractor shall incorporate all comments provided by the Technical Authority into the list of the Educator Training Materials. The Contractor shall deliver the list of the Educator Training Materials to the Technical Authority within five Business Days from the date of receipt of the Technical Authority’s comments.

9.01.07 Within 35 Business Days from the date the Contractor delivered the list of the Educator Training Materials to the Technical Authority, in accordance with Section 9.01.06, the Contractor shall deliver a prototype of all Educator Training Materials based on the outline of the Educator Training Materials to the Technical Authority.

9.01.08 The Technical Authority shall have five Business Days from the date of receipt of the prototype Educator Training Materials to review them and provide comments, if any to the Contractor.

9.01.09 The Contractor shall incorporate all comments provided by the Technical Authority into the prototype Educator Training Materials. The Contractor shall deliver a copy of the finalized Educator Training Materials to the Technical Authority within five Business Days

from the date of receipt of the Technical Authority's comments in accordance with Section 9.01.08.

9.02 Production of the Educator Training Materials

9.02.01 The Contractor shall complete the following tasks for the production of the Educator Training Materials, in accordance with the Educator Training Materials delivered to the Technical Authority pursuant to Section 9.01.09, by no later than 120 Business Days from the Kick-off Meeting:

- (a) translate the Educator Training Materials in either English or French, as applicable;
- (b) produce such number of copies of the Educator Training Materials as is required for the number of Educators that are registered or are expected to register to participate in the Program;
- (c) package the Educator Training Materials for distribution to Educators registered to participate in the Program; and
- (d) securely store the packaged Educator Training Materials.

9.03 Distribution of Educator Training Materials

9.03.01 The Contractor shall ensure that the Distribution Date provides Educators with sufficient time to review the Educator Training Materials, but in no event shall the Distribution Date occur before the issuance of a Polling Day Notice or a Revised Readiness Notice, as the case may be.

9.03.02 The Contractor shall distribute the Educator Training Materials to all Educators registered to participate in the Program by the Distribution Date.

9.03.03 In the event that an Educator's address for distribution of the Educator Training Materials is located on lands that are subject to Comprehensive Land Claims Agreements, the Contractor shall use the services of a local Aboriginal Business for delivery of the Educator Training Materials to such Educator, provided that there is an Aboriginal Business that offers such delivery services. In order to comply with this obligation, the Contractor may contact the claimant groups listed in Appendix 4 to obtain a list of Aboriginal Businesses that provide courier services in the geographical regions subject to Comprehensive Land Claims Agreements.

9.03.04 The Contractor shall upload electronic versions of the Educator Training Materials to the Website by the Distribution Date.

9.03.05 The Contractor shall immediately inform the Technical Authority of any requests that the Contractor receives for the provision of the Educator Training Materials in accessible formats such as braille, large print, captions for video content, etc.

**10. SPE Election Materials**

**10.01 Election Material**

- 10.01.01 No later than 80 Business Days prior to the Distribution Date, the Contractor shall inform the Technical Authority of the total amount of Election Material required by the Contractor for the SPE, based on the Contractor's best estimate of the number of Students and Educators that it anticipates will register to participate in the Program.
- 10.01.02 EC shall deliver the Election Material to the Contractor within 20 Business Days from the date of receipt of the Contractor's estimated requirement pursuant to Section 10.01.01, in accordance with the requirements set out in Section 9.03 of the Articles of Agreement.
- 10.01.03 At least 20 Business Days prior to the commencement of the Electoral Period, the Contractor shall provide an updated estimate of additional Election Material required, if any, to the Technical Authority.
- 10.01.04 EC shall deliver any additional Election Material to the Contractor within five Business Days following the updated estimate provided by the Contractor pursuant to Section 10.01.03.
- 10.01.05 Once received, the Contractor shall repackage the Election Material into smaller packages for distribution to Educators and shall deliver the Election Material to all Educators registered to participate in the Program at least seven Business Days prior to the first possible SPE Election Day.
- 10.01.06 In the event that an Educator's address for distribution of Election Material is located on lands that are subject to Comprehensive Land Claims Agreements, the Contractor shall use the services of a local Aboriginal Business for delivery of Election Material to such Educator, provided that there is an Aboriginal Business that offers such delivery services. In order to comply with this obligation, the Contractor may contact the claimant groups listed in Appendix 4 to obtain a list of Aboriginal Businesses that provide courier services in the geographical regions subject to Comprehensive Land Claims Agreements.
- 10.01.07 The Contractor shall implement an inventory tracking system for the Election Material and shall provide updates regarding inventory levels within three Business Days of the Technical Authority's request.
- 10.01.08 No later than 20 Business Days following the Polling Day, the Contractor shall deliver a final account of the inventory, including the amount of unused Election Material, to EC.
- 10.01.09 No later than 40 Business Days following the Polling Day, the Contractor shall, at its own expense, return any unused Election Materials to ECHQ or to any other address provided by the Technical Authority.

## 10.02 SPE Ballots

- 10.02.01 Immediately following the date the candidates are finalized) the Contractor shall produce ballots that reflect all candidates nominated in each electoral district (“SPE Ballots”) (note that pursuant to the CEA, the closing day for nominations of candidates is the 21<sup>st</sup> day before Polling Day).
- 10.02.02 The SPE Ballots shall contain a watermark with the Program name.
- 10.02.03 The Contractor shall distribute the SPE Ballots to all Educators registered to participate in the Program prior to the first possible SPE Election Day.
- 10.02.04 In the event that an Educator’s address for distribution of the SPE Ballots is located on lands that are subject to Comprehensive Land Claims Agreements, the Contractor shall use the services of a local Aboriginal Business for the delivery of SPE Ballots to such Educator, provided that there is an Aboriginal Business that offers such delivery services. In order to comply with this obligation, the Contract may contract the claimant groups listed in Appendix 4 to obtain a list of Aboriginal Businesses that provide courier services in the geographical regions subject to Comprehensive Land Claims Agreements.

## 11. **Launch Event**

### 11.01 Launch Event Plan

- 11.01.01 The Contractor shall develop a plan for an event to officially launch the SPE (the “Launch Event Plan”). The Launch Event Plan shall:
- (a) outline the creative concept for the SPE launch event (the “Launch Event”);
  - (b) outline the process for including the CEOC, at the CEOC’s sole discretion and other EC personnel, as determined by EC in its sole discretion;
  - (c) the process for having certain Students, Educators, Education Administrators and the media participate in the Launch Event;
  - (d) list the location and venue for holding the Launch Event;
  - (e) contain a plan to provide media coverage of the Launch Event nationally and on multiple platforms, including social media platforms; and
  - (f) contain a plan to provide media coverage of the Launch Event in both English and French.
- 11.01.02 The Contractor shall deliver a draft Launch Event Plan to the Technical Authority within 110 Business Days from the Kick-off Meeting.
- 11.01.03 The Technical Authority shall have five Business Days from the date of receipt of the draft Launch Event Plan to review it and provide comments, if any to the Contractor.

11.01.04 The Contractor shall incorporate all comments provided by the Technical Authority into the Launch Event Plan. The Contractor shall deliver the Launch Event Plan within five Business Days from the date of receipt of the Technical Authority's comments.

11.02 Launch Event

11.02.01 The Contractor shall hold the Launch Event within five Business Days from the commencement of the Electoral Period.

11.02.02 The Contractor shall implement the Launch Event Plan, as delivered to the Technical Authority in accordance with Section 11.01.04.

11.02.03 Within 10 Business Days of receipt of a Readiness Notice or a Revised Readiness Notice, as the case may be, the Contractor shall provide the Technical Authority with a list and the contact information for the Students, Educators and Education Administrators that the Contractor anticipates will participate in the Launch Event (the "Participant List") and shall, subject to Section 11.02.05, coordinate the logistics of the participation of such Students, Educators, Education Administrators and the media at the Launch Event.

11.02.04 The Technical Authority shall have five Business Days from the date of receipt of the Participant List in accordance with Section 11.02.03, to approve or revise it, in its sole and absolute discretion.

11.02.05 Notwithstanding Section 11.02.03, to the extent that there are travel costs associated with the participation of certain Students, Educators and Education Administrators in the Launch Event and EC approves such costs in its sole and absolute discretion, EC shall reimburse such Students, Educators and Education Administrators directly. For greater certainty, in no event shall the Contractor pay for any travel costs associated with the participation of any Students, Educators or Education Administrators in the Launch Event.

11.02.06 The CEOC may, in its sole and absolute discretion, choose to attend the Launch Event at EC's cost.

11.02.07 EC may, in its sole and absolute discretion, choose to have EC personnel attend the Launch Event, at EC's cost.

11.02.08 The Contractor shall provide national and multi-platform media coverage of the Launch Event.

11.02.09 The Contractor shall provide media coverage of the Launch Event in both English and French.

**12. Administration of the SPE**

12.01 Communication with Educators

- 12.01.01 Within seven Business Days of the Distribution Date, the Contractor shall communicate with all Educators registered to participate in the Program to ensure that they received the Pedagogical Resources, the Educator Training Materials and the Election Materials.
- 12.01.02 If, in accordance with the obligation set out in Section 12.01.01, the Contractor identifies any Educators who did not receive any of the Pedagogical Resources, the Educator Training Materials and/or the Election Materials, the Contractor shall immediately re-distribute such material and ensure the Educator's receipt of same.
- 12.01.03 At least five Business Days prior to the first possible SPE Election Day, the Contractor shall communicate with each Educator registered to participate in the Program to:
- (a) ensure they that received the SPE Ballots;
  - (b) answer any questions related to the use of Election Materials;
  - (c) ensure that Educators have identified and trained Students to:
    - (i) fulfill the roles of electoral staff for the polling stations; and
    - (ii) tabulate votes.
- 12.01.04 During the Electoral Period, the Contractor shall be accessible, via a toll-free number, email and the Website to answer any inquiries from Educators regarding the Program or the administration of the SPE (an "Educator Inquiry").
- 12.01.05 During the Electoral Period, The Contractor shall respond to all Educator Inquiries within 24 hours of such inquiry being received, unless such Educator Inquiry is received on a Friday, Saturday or Sunday, in which case the Contractor shall respond within 24 hours of the immediately following Business Day.
- 12.02 SPE Election Day
- 12.02.01 The Contractor shall ensure that the SPE Election is administered on the SPE Election Days.
- 12.02.02 On each of the SPE Election Days, the Contractor shall be accessible from 7:00 a.m. Newfoundland Time to 5:00 p.m. Pacific Time via a toll-free number, email and the Website to answer any Educator Inquiry.
- 12.02.03 On each of the SPE Election Days, the Contractor shall respond to any Educator Inquiry within one hour of receipt of such inquiry.
- 12.03 Results Tabulation and Reporting
- 12.03.01 The Contractor shall collect the SPE Election Day results from all Educators participating in the Program.

12.03.02 The Contractor shall:

- (a) tabulate the SPE Election Day results from all Educators participating in the Program;
- (b) report such results to EC at least 24 hours prior to public dissemination, in accordance with Section 12.03.03; and
- (c) subject to Section 12.03.02(b), keep such results strictly confidential, other than the reporting until after the close of the last polls on the Polling Day.

12.03.03 The Contractor shall publicly disseminate the SPE Election Day results within 24 hours of the closing of the last polls on the Polling Day, unless that day is a Friday, in which case the Contractor will disseminate the SPE Election Day results on the immediately following Business Day.

12.03.04 In its dissemination of the SPE Election Day results, the Contractor shall include, at a minimum:

- (a) the number of schools with at least one classroom that participated in the SPE;
- (b) the number of Students that participated in the SPE; and
- (c) the SPE Election Day results nationally and by electoral district.

12.03.05 The Contractor shall disseminate the SPE Election Day results through each of the following channels:

- (a) the Website;
- (b) the social media platforms used in the Media Campaign;
- (c) national newspapers, both print and online versions;
- (d) on national television and radio;
- (e) directly to the Educators participating in the Program; and
- (f) directly to Education Administrators.

### **13. Independent Evaluation**

#### **13.01 EC's Obligation**

13.01.01 The Contractor acknowledges and agrees that EC shall, at its own expense, retain a third party to conduct an independent evaluation of the Program, using both qualitative and quantitative approaches (the "Independent Evaluation").

#### **13.02 Purpose of Independent Evaluation**

13.02.01 The purpose of the Independent Evaluation is to assess the extent to which the Program met the Program Targets and the Contractor's success in administering the Program and meeting its intended outputs.

13.02.02 Qualitative and quantitative approaches will be used to evaluate the Program.

13.03 Contractor's Obligation

13.03.01 The Contractor shall cooperate fully with the third party conducting the Independent Evaluation by providing any necessary assistance in conducting the Independent Evaluation.

13.03.02 For purposes of facilitating the Independent Evaluation, the Contractor shall provide all information and data related to the operation of the Program to EC, including, but not limited to:

- (a) providing EC with the registration and participation statistics tracked and maintained by the Contractor pursuant to Section 6.03.03; and
- (b) providing EC with access to other data collected by the Contractor and required by the third party, in EC's sole discretion, to conduct the Independent Evaluation.

**14. Program Output Report**

14.01 Delivery of the Program Output Report

14.01.01 Within 40 Business Days following the end of the Electoral Period, the Contractor shall deliver to EC a draft report of the Program (the "Program Output Report").

14.01.02 The Program Output Report shall contain the following components:

- (a) an executive summary;
- (b) a description of how the Program was developed, including how the various strategies and plans were conceptualized and implemented;
- (c) the Detailed Workplan;
- (d) an overview of the Program Website including:
  - (i) a description of the Website features supporting the Program;
  - (ii) an analysis of the monthly Website User Statistics and trends from the date the Website is live until the commencement of the Electoral Period;
  - (iii) any analysis of the daily Website User Statistics and trends from the commencement of the Electoral Period until 20 Business Days following the Polling Day;

- (iv) anecdotal observations regarding the Website generally and the Website functionality from Educators; and
- (v) recommendations, if any, for the Website in the future;
- (e) an overview of the Promotion and Participation Strategy including:
  - (i) the total number of each of the registered and participating schools, Educators and Students;
  - (ii) a breakdown of the number of schools, Educators and Students registered and participating by province/territory, language and grade level;
  - (iii) the total number of registered and participating schools, Educators and Students in Underserved Communities;
  - (iv) a brief description of the methods used to reach Educators;
  - (v) a brief description of the methods used to reach Education Administrators;
  - (vi) the number of official communications to Educators and Education Administrators; and
  - (vii) a brief description of any responses from Educators and Education Administrators to the different types of communications sent out;
- (f) an overview of the Media Campaign including:
  - (i) a description and frequency of media activities conducted;
  - (ii) a description of the media coverage prior to the Electoral Period, during the Electoral Period and following the communication of the SPE Election Day results;
  - (iii) a list of the social media platforms used;
  - (iv) an analysis of the number of times the Program was mentioned in the media, including whether it was by traditional or non-traditional media and broken down by location (e.g. province, territory, municipality) and by language;
  - (v) the number of “posts”, “updates”, “tweets” or other social media communication produced by the Contractor monthly from the date the applicable social media platform was registered until the commencement of the Electoral Period;
  - (vi) the number of “posts”, “updates”, “tweets” or other social media communication produced by the Contractor daily from the commencement of the Electoral Period until 20 Business Days following the Polling Day; and

- (vii) an analysis of the number of “likes”, “followers”, “friends”, “views”, “hits”, “tweets”, “retweets” or other social media communication from the public about the Program, on a daily, weekly and monthly basis from the date the social media platforms were registered by the Contractor until 20 Business Days following the Polling Day;
- (g) a description of the Contractor’s challenges and the successes of administering the Program;
- (h) a list and brief description of any innovations and opportunities that arose and were implemented during the administration of the Program and the perceived impact they had on the Program;
- (i) conclusions regarding the administration and operation of the Program, as observed by the Contractor;
- (j) Contractor’s recommendations for improving the Program in the future; and
- (k) Program Output Report annexes including:
  - (i) a comprehensive list of participating schools and the addresses of the schools;
  - (ii) a copy of all Pedagogical Resources, Educator Training Materials and SPE Ballots;
  - (iii) a copy of all Promotional Materials used in the Program; and
  - (iv) a copy of all press clippings collected in accordance with Section 7.02.04,

which may be delivered to EC on a mass storage device, on a DVD, or by other electronic transfer as may be agreed to in advance and in writing by the Technical Authority.

14.01.03 The Technical Authority shall have 20 Business Days from receipt of the draft Program Output Report to review it provide comments to the Contractor. The Contractor acknowledges and agrees that the structure and content of the Program Output Report must be, as determined by EC in its sole discretion, appropriate for publication and dissemination.

14.01.04 The Contractor shall incorporate all comments provided by the Technical Authority into the Program Output Report. The Contractor shall deliver the Program Output Report to EC within 20 Business Days from the date of receipt of the Technical Authority’s comments.

### **PART III – Additional Tasks**

#### **15. Program Outcome Strategy**

15.01 If and when requested by the Technical Authority, and in accordance with the Task Authorization process set out in Section 10.02 of the Articles of Agreement, the Contractor shall develop, implement and report on a Program outcome strategy to communicate the results and outcomes of the Program to various stakeholders (the “Program Outcome Strategy”).

15.02 The Program Outcome Strategy shall, at a minimum, include:

- (a) a list of potential stakeholders who would have an interest in learning about the results and outcomes of the Program;
- (b) an outline of the process for communicating with stakeholders;
- (c) the development of communications and outreach materials to be distributed to stakeholders;
- (d) key messaging, as determined conjointly with EC, based upon the results of the Independent Evaluation;
- (e) list the outreach activities that will take place in order to communicate the results and outcome of the Program to stakeholders, including without limitation, in-person meetings, conference calls, teleconferences and email correspondence;
- (f) contain copies of any products to be used for outreach activities; and
- (g) the timeline for completing the proposed outreach activities.

## **16. Services Related to Other Electoral Events**

16.01 If and when requested by the Technical Authority and in accordance with the Task Authorization process set out in Section 10.02 of the Articles of Agreement, the Contractor shall carry out the Work required to adapt and/or update the materials developed pursuant to Part II of this SOW, as necessary to deliver the Program for an Other Electoral Event. It may be necessary to adapt and/or update the following (or any portion thereof):

- (a) the Detailed Workplan;
- (b) Branding Approach;
- (c) the Website;
- (d) the Promotional Materials;
- (e) the Media Campaign Timeline;
- (f) the Pedagogical Resources;
- (g) the Educator Training Materials;
- (h) the SPE Ballots; and/or
- (i) the Launch Event Plan.

16.02 If and when requested by the Technical Authority and in accordance with Task Authorization process set out in Section 10.02 of the Articles of Agreement, the Contractor shall carry out any portion of the Work set out in Part II of the SOW to implement the Program for an Other Electoral Event, including without limitation:

- (a) implementing the Website;
- (b) implementing the Promotion and Participation Strategy;
- (c) implementing the Media Campaign;
- (d) conducting media relations;
- (e) producing and distributing the Pedagogical Resources, Educator Training Materials and SPE Ballots;
- (f) distributing the Election Material;
- (g) implementing the Launch Event Plan and holding the Launch Event;
- (h) administration of the SPE;
- (i) assisting with the Independent Evaluation;
- (j) delivering the Program Output Report, and
- (k) updating the Program Outcome Strategy (if same was developed, implemented, and reported on in accordance with Section 15),

as such Work may be adapted or updated in accordance with Section 16.01.

## **PART IV – Milestone Completion Dates**

### **17. 42<sup>nd</sup> GE**

#### **17.01 Readiness**

17.01.01 As of March 1, 2015 the Contractor shall be prepared to implement the Program for the 42<sup>nd</sup> GE. At any time after March 1, 2015, the Technical Authority may deliver written notice to the Contractor advising it to implement the Program for the 42<sup>nd</sup> GE (a “Readiness Notice”).

17.01.02 Upon receipt of a Readiness Notice from the Technical Authority, the Contractor shall commence the implementation of the Program.

17.01.03 At some point following the delivery of a Readiness Notice, the Technical Authority shall deliver one of the following notices to the Contractor:

- (a) a Polling Day Notice;
- (b) a Revised Readiness Notice; or

(c) a Postponement Notice.

17.02 Polling Day Notice

17.02.01 If the writ for the 42<sup>nd</sup> GE is issued and the Polling Day occurs at any time during Spring Readiness, the Technical Authority shall deliver a notice to the Contractor setting out the date of the Polling Day and the corresponding SPE Election Days (a “Polling Day Notice”).

17.02.02 Upon receipt of a Polling Day Notice, the Contractor shall cause the SPE to be administered on the SPE Election Days identified in the Polling Day Notice and in accordance all other terms and conditions of the Contract.

17.03 Revised Readiness

17.03.01 If the event that the writ for the 42<sup>nd</sup> GE is not issued during Spring Readiness, the Technical Authority shall deliver a revised readiness notice advising the Contractor that the Polling Day for the 42<sup>nd</sup> GE will occur on October 19, 2015 (a “Revised Readiness Notice”).

17.03.02 Upon receipt of a Revised Readiness Notice delivered by the Technical Authority in accordance with Section 17.03.01, the Contractor shall continue to implement the Program for an October 19, 2015 Polling Day and cause the SPE to be administered on any of the SPE Election Days, being October 12 to October 16, 2015, in accordance with all other terms and conditions of the Contract.

17.04 Postponement Notice

17.04.01 If the Technical Authority delivers a Postponement Notice in accordance with Section 18.01 of the Articles of Agreement, the Contractor shall follow the process described therein.

**18. Other Electoral Events**

18.01 Readiness

18.01.01 For purposes of an Other Electoral Event, the Task Authorization issued in accordance with Section 10.02 of the Articles of Agreement shall serve as the Readiness Notice.

18.01.02 Upon receipt of a Task Authorization from the Technical Authority, the Contractor shall commence the implementation of the Program for the applicable Other Electoral Event in accordance with the timing set out in such Task Authorization and in accordance with all other terms and conditions of the Contract.

18.01.03 Following the delivery of a Task Authorization, the Technical Authority shall deliver one of the following notices to the Contractor:

- (a) a Polling Day Notice; or
- (b) a Postponement Notice.

18.01.04 Upon receipt of a Polling Day Notice, the Contractor shall implement the Program for the Polling Day and cause the SPE to be administered on the SPE Election Days identified in the Polling Day Notice and in accordance with all other terms and conditions of the Contract.

18.02 Upon receipt of a Postponement Notice, the Contractor shall follow the process described in Section 18.03 of the Articles of Agreement.

18.03 Revised Readiness

18.03.01 In the event that the writ for the applicable Other Electoral Event is not issued in the timeframe identified in the Task Authorization referred to Section 18.01.01 of the SOW, the Technical Authority shall issue a new Task Request, in accordance with Section 10.03 of the Articles of Agreement. If a new Task Authorization is issued, the process set out in Section 18.01 of the SOW shall apply.

## APPENDIX 1

# **Web Content Accessibility Guidelines (WCAG) 2.0**

See Attached

[\[contents\]](#)



# Web Content Accessibility Guidelines (WCAG) 2.0

W3C Recommendation 11 December 2008

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Editors:

Ben Caldwell, Trace R&D Center, University of Wisconsin-Madison

Michael Cooper, W3C

Loretta Guarino Reid, Google, Inc.

Gregg Vanderheiden, Trace R&D Center, University of Wisconsin-Madison

Previous Editors:

Wendy Chisholm (until July 2006 while at W3C)

John Slatin (until June 2006 while at Accessibility Institute, University of Texas at Austin)

Jason White (until June 2005 while at University of Melbourne)

Please refer to the [errata](#) for this document, which may include normative corrections.

See also [translations](#).

This document is also available in non-normative formats, available from [Alternate Versions of Web Content Accessibility Guidelines 2.0](#).

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## Abstract

Web Content Accessibility Guidelines (WCAG) 2.0 covers a wide range of recommendations for making Web content more accessible. Following these guidelines will make content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity and combinations of these. Following these guidelines will also

often make your Web content more usable to users in general.

WCAG 2.0 success criteria are written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. See [Web Content Accessibility Guidelines \(WCAG\) Overview](#) for an introduction and links to WCAG technical and educational material.

WCAG 2.0 succeeds [Web Content Accessibility Guidelines 1.0 \[WCAG10\]](#), which was published as a W3C Recommendation May 1999. Although it is possible to conform either to WCAG 1.0 or to WCAG 2.0 (or both), the W3C recommends that new and updated content use WCAG 2.0. The W3C also recommends that Web accessibility policies reference WCAG 2.0.

## Status of this Document

*This section describes the status of this document at the time of its publication. Other documents may supersede this document. A list of current W3C publications and the latest revision of this technical report can be found in the [W3C technical reports index](#) at <http://www.w3.org/TR/>.*

This is the Web Content Accessibility Guidelines (WCAG) 2.0 [W3C Recommendation](#) from the [Web Content Accessibility Guidelines Working Group](#).

This document has been reviewed by W3C Members, by software developers, and by other W3C groups and interested parties, and is endorsed by the Director as a W3C Recommendation. It is a stable document and may be used as reference material or cited from another document. W3C's role in making the Recommendation is to draw attention to the specification and to promote its widespread deployment. This enhances the functionality and interoperability of the Web.

WCAG 2.0 is supported by the associated non-normative documents, [Understanding WCAG 2.0](#) and [Techniques for WCAG 2.0](#). Although those documents do not have the formal status that WCAG 2.0 itself has, they provide information important to understanding and implementing WCAG.

The Working Group requests that any comments be made using the provided [online comment form](#). If this is not possible, comments can also be sent to [public-comments-wcag20@w3.org](mailto:public-comments-wcag20@w3.org). The [archives for the public comments list](#) are publicly available. Comments received on the WCAG 2.0 Recommendation cannot result in changes to this version of the guidelines, but may be addressed in errata or future versions of WCAG. The Working Group does not plan to make formal responses to comments. Archives of the [WCAG WG mailing list discussions](#) are publicly available, and future work undertaken by the Working Group may address comments received on this document.

This document has been produced as part of the W3C [Web Accessibility Initiative](#) (WAI). The

goals of the WCAG Working Group are discussed in the [WCAG Working Group charter](#). The WCAG Working Group is part of the [WAI Technical Activity](#).

This document was produced by a group operating under the [5 February 2004 W3C Patent Policy](#). W3C maintains a [public list of any patent disclosures](#) made in connection with the deliverables of the group; that page also includes instructions for disclosing a patent. An individual who has actual knowledge of a patent which the individual believes contains [Essential Claim\(s\)](#) must disclose the information in accordance with [section 6 of the W3C Patent Policy](#).

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## Introduction

This section is informative.

Web Content Accessibility Guidelines (WCAG) 2.0 defines how to make Web content more accessible to people with disabilities. Accessibility involves a wide range of disabilities, including visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. Although these guidelines cover a wide range of issues, they are not able to address the needs of people with all types, degrees, and combinations of disability. These guidelines also make Web content more usable by older individuals with changing abilities due to aging and often improve usability for users in general.

WCAG 2.0 is developed through the [W3C process](#) in cooperation with individuals and organizations around the world, with a goal of providing a shared standard for Web content accessibility that meets the needs of individuals, organizations, and governments internationally. WCAG 2.0 builds on WCAG 1.0 [\[WCAG10\]](#) and is designed to apply broadly to different Web technologies now and in the future, and to be testable with a combination of automated testing and human evaluation. For an introduction to WCAG, see the [Web Content Accessibility Guidelines \(WCAG\) Overview](#).

Web accessibility depends not only on accessible content but also on accessible Web browsers and other user agents. Authoring tools also have an important role in Web accessibility. For an overview of how these components of Web development and interaction work together, see:

- [Essential Components of Web Accessibility](#)
- [User Agent Accessibility Guidelines \(UAAG\) Overview](#)
- [Authoring Tool Accessibility Guidelines \(ATAG\) Overview](#)

## WCAG 2.0 Layers of Guidance

The individuals and organizations that use WCAG vary widely and include Web designers and developers, policy makers, purchasing agents, teachers, and students. In order to meet the varying needs of this audience, several layers of guidance are provided including overall *principles*, general *guidelines*, testable *success criteria* and a rich collection of *sufficient techniques*, *advisory techniques*, and *documented common failures* with examples, resource links and code.

- Principles - At the top are four principles that provide the foundation for Web accessibility: *perceivable, operable, understandable, and robust*. See also [Understanding the Four Principles of Accessibility](#).
- Guidelines - Under the principles are guidelines. The 12 guidelines provide the basic goals that authors should work toward in order to make content more accessible to users with different disabilities. The guidelines are not testable, but provide the framework and overall objectives to help authors understand the success criteria and better implement the techniques.
- Success Criteria - For each guideline, testable success criteria are provided to allow WCAG 2.0 to be used where requirements and conformance testing are necessary such as in design specification, purchasing, regulation, and contractual agreements. In order to meet the needs of different groups and different situations, three levels of conformance are defined: A (lowest), AA, and AAA (highest). Additional information on WCAG levels can be found in [Understanding Levels of Conformance](#).
- Sufficient and Advisory Techniques - For each of the *guidelines* and *success criteria* in the WCAG 2.0 document itself, the working group has also documented a wide variety of *techniques*. The techniques are informative and fall into two categories: those that are *sufficient* for meeting the success criteria and those that are *advisory*. The advisory techniques go beyond what is required by the individual success criteria and allow authors to better address the guidelines. Some advisory techniques address accessibility barriers that are not covered by the testable success criteria. Where common failures are known, these are also documented. See also [Sufficient and Advisory Techniques in Understanding WCAG 2.0](#).

All of these layers of guidance (principles, guidelines, success criteria, and sufficient and advisory techniques) work together to provide guidance on how to make content more accessible. Authors are encouraged to view and apply all layers that they are able to, including the advisory techniques, in order to best address the needs of the widest possible range of users.

Note that even content that conforms at the highest level (AAA) will not be accessible to individuals with all types, degrees, or combinations of disability, particularly in the cognitive language and learning areas. Authors are encouraged to consider the full range of techniques, including the advisory techniques, as well as to seek relevant advice about current best practice to ensure that Web content is accessible, as far as possible, to this community. [Metadata](#) may assist users in finding content most suitable for their needs.

## WCAG 2.0 Supporting Documents

The WCAG 2.0 document is designed to meet the needs of those who need a stable, referenceable technical standard. Other documents, called supporting documents, are based on the WCAG 2.0 document and address other important purposes, including the ability to be updated to describe how WCAG would be applied with new technologies. Supporting

documents include:

1. [How to Meet WCAG 2.0](#) - A customizable quick reference to WCAG 2.0 that includes all of the guidelines, success criteria, and techniques for authors to use as they are developing and evaluating Web content.
2. [Understanding WCAG 2.0](#) - A guide to understanding and implementing WCAG 2.0. There is a short "Understanding" document for each guideline and success criterion in WCAG 2.0 as well as key topics.
3. [Techniques for WCAG 2.0](#) - A collection of techniques and common failures, each in a separate document that includes a description, examples, code and tests.
4. [The WCAG 2.0 Documents](#) - A diagram and description of how the technical documents are related and linked.

See [Web Content Accessibility Guidelines \(WCAG\) Overview](#) for a description of the WCAG 2.0 supporting material, including education resources related to WCAG 2.0. Additional resources covering topics such as the business case for Web accessibility, planning implementation to improve the accessibility of Web sites, and accessibility policies are listed in [WAI Resources](#).

## Important Terms in WCAG 2.0

WCAG 2.0 includes three important terms that are different from WCAG 1.0. Each of these is introduced briefly below and defined more fully in the glossary.

### Web Page

It is important to note that, in this standard, the term "[Web page](#)" includes much more than static HTML pages. It also includes the increasingly dynamic Web pages that are emerging on the Web, including "pages" that can present entire virtual interactive communities. For example, the term "Web page" includes an immersive, interactive movie-like experience found at a single URI. For more information, see [Understanding "Web Page"](#).

### Programmatically Determined

Several success criteria require that content (or certain aspects of content) can be "[programmatically determined](#)." This means that the content is delivered in such a way that [user agents](#), including [assistive technologies](#), can extract and present this information to users in different modalities. For more information, see [Understanding Programmatically Determined](#).

### Accessibility Supported

Using a technology in a way that is accessibility supported means that it works with assistive technologies (AT) and the accessibility features of operating systems, browsers, and other user agents. Technology features can only be [relied upon](#) to conform to WCAG 2.0 success criteria if they are used in a way that is "[accessibility supported](#)". Technology features can be used in ways that are not accessibility

supported (do not work with assistive technologies, etc.) as long as they are not relied upon to conform to any success criterion (i.e., the same information or functionality is also available another way that is supported).

The definition of "accessibility supported" is provided in the [Appendix A: Glossary](#) section of these guidelines. For more information, see [Understanding Accessibility Support](#).

## WCAG 2.0 Guidelines

This section is normative.

**Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive.**

**Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.**

[Understanding Guideline 1.1](#)

**1.1.1 Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. (Level A)**

[How to Meet 1.1.1](#)  
[Understanding 1.1.1](#)

- **Controls, Input:** If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to [Guideline 4.1](#) for additional requirements for controls and content that accepts user input.)
- **Time-Based Media:** If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to [Guideline 1.2](#) for additional requirements for media.)
- **Test:** If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.
- **Sensory:** If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.
- **CAPTCHA:** If the purpose of non-text content is to confirm

that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.

- Decoration, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.

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**Guideline 1.2 Time-based Media: Provide alternatives for time-based media.**

[Understanding Guideline 1.2](#)

1.2.1 Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: (Level A)

[How to Meet 1.2.1](#)  
[Understanding 1.2.1](#)

- Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.
- Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.

1.2.2 Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)

[How to Meet 1.2.2](#)  
[Understanding 1.2.2](#)

1.2.3 Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)

[How to Meet 1.2.3](#)  
[Understanding 1.2.3](#)

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1.2.4 Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)

[How to Meet 1.2.4](#)  
[Understanding 1.2.4](#)

1.2.5 Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)

[How to Meet 1.2.5](#)  
[Understanding 1.2.5](#)

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1.2.6 Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)

[How to Meet 1.2.6](#)  
[Understanding 1.2.6](#)

1.2.7 Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)

[How to Meet 1.2.7](#)  
[Understanding 1.2.7](#)

1.2.8 Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)

[How to Meet 1.2.8](#)  
[Understanding 1.2.8](#)

1.2.9 Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)

[How to Meet 1.2.9](#)  
[Understanding 1.2.9](#)

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Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.

[Understanding Guideline 1.3](#)

1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)

[How to Meet 1.3.1](#)  
[Understanding 1.3.1](#)

1.3.2 Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)

[How to Meet 1.3.2](#)  
[Understanding 1.3.2](#)

1.3.3 Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size,

[How to Meet 1.3.3](#)  
[Understanding 1.3.3](#)

visual location, orientation, or sound. (Level A)

*Note:* For requirements related to color, refer to [Guideline 1.4](#).

---

Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.

[Understanding Guideline 1.4](#)

1.4.1 Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)

*Note:* This success criterion addresses color perception specifically. Other forms of perception are covered in [Guideline 1.3](#) including programmatic access to color and other visual presentation coding.

[How to Meet 1.4.1](#)  
[Understanding 1.4.1](#)

1.4.2 Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)

*Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

[How to Meet 1.4.2](#)  
[Understanding 1.4.2](#)

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1.4.3 Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA)

- Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;
- Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.
- Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.

[How to Meet 1.4.3](#)  
[Understanding 1.4.3](#)

1.4.4 Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)

[How to Meet 1.4.4](#)  
[Understanding 1.4.4](#)

1.4.5 Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)

[How to Meet 1.4.5](#)  
[Understanding 1.4.5](#)

- Customizable: The image of text can be visually customized to the user's requirements;
- Essential: A particular presentation of text is essential to the information being conveyed.

*Note:* Logotypes (text that is part of a logo or brand name) are considered essential.

---

1.4.6 Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)

[How to Meet 1.4.6](#)  
[Understanding 1.4.6](#)

- Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1;
- Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.
- Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.

1.4.7 Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)

[How to Meet 1.4.7](#)  
[Understanding 1.4.7](#)

- No Background: The audio does not contain background sounds.
- Turn Off: The background sounds can be turned off.
- 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.

*Note:* Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content.

1.4.8 Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)

[How to Meet 1.4.8](#)  
[Understanding 1.4.8](#)

1. Foreground and background colors can be selected by the user.
2. Width is no more than 80 characters or glyphs (40 if CJK).
3. Text is not justified (aligned to both the left and the right margins).
4. Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing.
5. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.

1.4.9 Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)

[How to Meet 1.4.9](#)  
[Understanding 1.4.9](#)

*Note:* Logotypes (text that is part of a logo or brand name) are considered essential.

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## Principle 2: Operable - User interface components and navigation must be operable.

Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.

[Understanding Guideline 2.1](#)

2.1.1 Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)

[How to Meet 2.1.1](#)  
[Understanding 2.1.1](#)

*Note 1:* This exception relates to the underlying function, not

the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not.

*Note 2:* This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.

2.1.2 No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)

[How to Meet 2.1.2](#)  
[Understanding 2.1.2](#)

*Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

2.1.3 Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)

[How to Meet 2.1.3](#)  
[Understanding 2.1.3](#)

Guideline 2.2 Enough Time: Provide users enough time to read and use content.

[Understanding Guideline 2.2](#)

2.2.1 Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)

[How to Meet 2.2.1](#)  
[Understanding 2.2.1](#)

- Turn off: The user is allowed to turn off the time limit before encountering it; or
- Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or
- Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or
- Real-time Exception: The time limit is a required part of

a real-time event (for example, an auction), and no alternative to the time limit is possible; or

- Essential Exception: The time limit is essential and extending it would invalidate the activity; or
- 20 Hour Exception: The time limit is longer than 20 hours.

*Note:* This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with [Success Criterion 3.2.1](#), which puts limits on changes of content or context as a result of user action.

2.2.2 Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)

- Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and
- Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.

[How to Meet 2.2.2](#)  
[Understanding 2.2.2](#)

*Note 1:* For requirements related to flickering or flashing content, refer to [Guideline 2.3](#).

*Note 2:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

*Note 3:* Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.

*Note 4:* An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction

cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.

---

2.2.3 No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)

[How to Meet 2.2.3](#)  
[Understanding 2.2.3](#)

2.2.4 Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)

[How to Meet 2.2.4](#)  
[Understanding 2.2.4](#)

2.2.5 Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)

[How to Meet 2.2.5](#)  
[Understanding 2.2.5](#)

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Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.

[Understanding Guideline 2.3](#)

2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)

[How to Meet 2.3.1](#)  
[Understanding 2.3.1](#)

*Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

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2.3.2 Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)

[How to Meet 2.3.2](#)  
[Understanding 2.3.2](#)

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Guideline 2.4 Navigable: Provide ways to

[Understanding Guideline 2.4](#)

help users navigate, find content, and determine where they are.

2.4.1 Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)

[How to Meet 2.4.1](#)  
[Understanding 2.4.1](#)

2.4.2 Page Titled: Web pages have titles that describe topic or purpose. (Level A)

[How to Meet 2.4.2](#)  
[Understanding 2.4.2](#)

2.4.3 Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)

[How to Meet 2.4.3](#)  
[Understanding 2.4.3](#)

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. (Level A)

[How to Meet 2.4.4](#)  
[Understanding 2.4.4](#)

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2.4.5 Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)

[How to Meet 2.4.5](#)  
[Understanding 2.4.5](#)

2.4.6 Headings and Labels: Headings and labels describe topic or purpose. (Level AA)

[How to Meet 2.4.6](#)  
[Understanding 2.4.6](#)

2.4.7 Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)

[How to Meet 2.4.7](#)  
[Understanding 2.4.7](#)

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2.4.8 Location: Information about the user's location within a set of Web pages is available. (Level AAA)

[How to Meet 2.4.8](#)  
[Understanding 2.4.8](#)

2.4.9 Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)

[How to Meet 2.4.9](#)  
[Understanding 2.4.9](#)

2.4.10 Section Headings: Section headings are used to organize the content. (Level AAA)

[How to Meet 2.4.10](#)  
[Understanding 2.4.10](#)

*Note 1:* "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content.

*Note 2:* This success criterion covers sections within writing, not user interface components. User Interface components are covered under [Success Criterion 4.1.2](#).

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Principle 3: Understandable - Information and the operation of user interface must be understandable.

Guideline 3.1 Readable: Make text content readable and understandable.

[Understanding Guideline 3.1](#)

3.1.1 Language of Page: The default human language of each Web page can be programmatically determined. (Level A)

[How to Meet 3.1.1](#)  
[Understanding 3.1.1](#)

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. (Level AA)

[How to Meet 3.1.2](#)  
[Understanding 3.1.2](#)

3.1.3 Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)

[How to Meet 3.1.3](#)  
[Understanding 3.1.3](#)

3.1.4 Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)

[How to Meet 3.1.4](#)  
[Understanding 3.1.4](#)

3.1.5 Reading Level: When text requires reading ability more

[How to Meet 3.1.5](#)

advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)

[Understanding 3.1.5](#)

3.1.6 Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)

[How to Meet 3.1.6](#)  
[Understanding 3.1.6](#)

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**Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.**

[Understanding Guideline 3.2](#)

3.2.1 On Focus: When any component receives focus, it does not initiate a change of context. (Level A)

[How to Meet 3.2.1](#)  
[Understanding 3.2.1](#)

3.2.2 On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)

[How to Meet 3.2.2](#)  
[Understanding 3.2.2](#)

3.2.3 Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)

[How to Meet 3.2.3](#)  
[Understanding 3.2.3](#)

3.2.4 Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)

[How to Meet 3.2.4](#)  
[Understanding 3.2.4](#)

3.2.5 Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)

[How to Meet 3.2.5](#)  
[Understanding 3.2.5](#)

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**Guideline 3.3 Input Assistance: Help users**

[Understanding Guideline 3.3](#)

avoid and correct mistakes.

3.3.1 Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)

[How to Meet 3.3.1](#)  
[Understanding 3.3.1](#)

3.3.2 Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)

[How to Meet 3.3.2](#)  
[Understanding 3.3.2](#)

3.3.3 Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)

[How to Meet 3.3.3](#)  
[Understanding 3.3.3](#)

3.3.4 Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA)

[How to Meet 3.3.4](#)  
[Understanding 3.3.4](#)

1. Reversible: Submissions are reversible.
2. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.
3. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.

3.3.5 Help: Context-sensitive help is available. (Level AAA)

[How to Meet 3.3.5](#)  
[Understanding 3.3.5](#)

3.3.6 Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA)

[How to Meet 3.3.6](#)  
[Understanding 3.3.6](#)

1. Reversible: Submissions are reversible.
2. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.
3. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.

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Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.

[Understanding Guideline 4.1](#)

4.1.1 Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)

[How to Meet 4.1.1](#)  
[Understanding 4.1.1](#)

*Note:* Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.

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. (Level A)

[How to Meet 4.1.2](#)  
[Understanding 4.1.2](#)

*Note:* This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.

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## Conformance

This section is normative.

This section lists requirements for conformance to WCAG 2.0. It also gives information about how to make conformance claims, which are optional. Finally, it describes what it means to be accessibility supported, since only accessibility-supported ways of using technologies can be relied upon for conformance. [Understanding Conformance](#) includes further explanation of the

accessibility-supported concept.

## Conformance Requirements

In order for a Web page to conform to WCAG 2.0, all of the following conformance requirements must be satisfied:

1. Conformance Level: One of the following levels of conformance is met in full.
  - Level A: For Level A conformance (the minimum level of conformance), the Web page satisfies all the Level A Success Criteria, or a conforming alternate version is provided.
  - Level AA: For Level AA conformance, the Web page satisfies all the Level A and Level AA Success Criteria, or a Level AA conforming alternate version is provided.
  - Level AAA: For Level AAA conformance, the Web page satisfies all the Level A, Level AA and Level AAA Success Criteria, or a Level AAA conforming alternate version is provided.

*Note 1:* Although conformance can only be achieved at the stated levels, authors are encouraged to report (in their claim) any progress toward meeting success criteria from all levels beyond the achieved level of conformance.

*Note 2:* It is not recommended that Level AAA conformance be required as a general policy for entire sites because it is not possible to satisfy all Level AAA Success Criteria for some content.

2. Full pages: Conformance (and conformance level) is for full Web page(s) only, and cannot be achieved if part of a Web page is excluded.

*Note 1:* For the purpose of determining conformance, alternatives to part of a page's content are considered part of the page when the alternatives can be obtained directly from the page, e.g., a long description or an alternative presentation of a video.

*Note 2:* Authors of Web pages that cannot conform due to content outside of the author's control may consider a [Statement of Partial Conformance](#).

3. Complete processes: When a Web page is one of a series of Web pages presenting a process (i.e., a sequence of steps that need to be completed in order to accomplish an activity), all Web pages in the process conform at the specified level or better. (Conformance is not possible at a particular level if any page in the process does not conform at that level or better.)

*Example:* An online store has a series of pages that are used to select and purchase products. All pages in the series from start to finish (checkout) conform in order for any page that is part of the process to conform.

4. Only Accessibility-Supported Ways of Using Technologies: Only accessibility-supported ways of using technologies are relied upon to satisfy the success criteria. Any information or functionality that is provided in a way that is not accessibility supported is also available in a way that is accessibility supported. (See [Understanding accessibility support](#).)

5. Non-Interference: If technologies are used in a way that is not accessibility supported,

or if they are used in a non-conforming way, then they do not block the ability of users to access the rest of the page. In addition, the Web page as a whole continues to meet the conformance requirements under each of the following conditions:

1. when any technology that is not relied upon is turned on in a user agent,
2. when any technology that is not relied upon is turned off in a user agent, and
3. when any technology that is not relied upon is not supported by a user agent

In addition, the following success criteria apply to all content on the page, including content that is not otherwise relied upon to meet conformance, because failure to meet them could interfere with any use of the page:

- 1.4.2 - Audio Control,
- 2.1.2 - No Keyboard Trap,
- 2.3.1 - Three Flashes or Below Threshold, and
- 2.2.2 - Pause, Stop, Hide.

*Note:* If a page cannot conform (for example, a conformance test page or an example page), it cannot be included in the scope of conformance or in a conformance claim.

For more information, including examples, see [Understanding Conformance Requirements](#).

## Conformance Claims (Optional)

Conformance is defined only for Web pages. However, a conformance claim may be made to cover one page, a series of pages, or multiple related Web pages.

### Required Components of a Conformance Claim

Conformance claims are not required. Authors can conform to WCAG 2.0 without making a claim. However, if a conformance claim is made, then the conformance claim must include the following information:

1. Date of the claim
2. Guidelines title, version and URI "Web Content Accessibility Guidelines 2.0 at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>"
3. Conformance level satisfied: (Level A, AA or AAA)
4. A concise description of the Web pages, such as a list of URIs for which the claim is made, including whether subdomains are included in the claim.

*Note 1:* The Web pages may be described by list or by an expression that describes all of the URIs included in the claim.

*Note 2:* Web-based products that do not have a URI prior to installation on the customer's Web site may have a statement that the product would conform when installed.

5. A list of the Web content technologies relied upon.

*Note:* If a conformance logo is used, it would constitute a claim and must be accompanied by

the required components of a conformance claim listed above.

## Optional Components of a Conformance Claim

In addition to the required components of a conformance claim above, consider providing additional information to assist users. Recommended additional information includes:

- A list of success criteria beyond the level of conformance claimed that have been met. This information should be provided in a form that users can use, preferably machine-readable metadata.
- A list of the specific technologies that are "*used but not relied upon*."
- A list of user agents, including assistive technologies that were used to test the content.
- Information about any additional steps taken that go beyond the success criteria to enhance accessibility.
- A machine-readable metadata version of the list of specific technologies that are relied upon.
- A machine-readable metadata version of the conformance claim.

*Note 1:* Refer to [Understanding Conformance Claims](#) for more information and example conformance claims.

*Note 2:* Refer to [Understanding Metadata](#) for more information about the use of metadata in conformance claims.

## Statement of Partial Conformance - Third Party Content

Sometimes, Web pages are created that will later have additional content added to them. For example, an email program, a blog, an article that allows users to add comments, or applications supporting user-contributed content. Another example would be a page, such as a portal or news site, composed of content aggregated from multiple contributors, or sites that automatically insert content from other sources over time, such as when advertisements are inserted dynamically.

In these cases, it is not possible to know at the time of original posting what the uncontrolled content of the pages will be. It is important to note that the uncontrolled content can affect the accessibility of the controlled content as well. Two options are available:

1. A determination of conformance can be made based on best knowledge. If a page of this type is monitored and repaired (non-conforming content is removed or brought into conformance) within two business days, then a determination or claim of conformance can be made since, except for errors in externally contributed content which are corrected or removed when encountered, the page conforms. No conformance claim can be made if it is not possible to monitor or correct non-conforming content;  
OR
2. A "statement of partial conformance" may be made that the page does not conform, but could conform if certain parts were removed. The form of that statement would be, "This

page does not conform, but would conform to WCAG 2.0 at level X if the following parts from uncontrolled sources were removed." In addition, the following would also be true of uncontrolled content that is described in the statement of partial conformance:

- a. It is not content that is under the author's control.
- b. It is described in a way that users can identify (e.g., they cannot be described as "all parts that we do not control" unless they are clearly marked as such.)

## Statement of Partial Conformance - Language

A "statement of partial conformance due to language" may be made when the page does not conform, but would conform if accessibility support existed for (all of) the language(s) used on the page. The form of that statement would be, "This page does not conform, but would conform to WCAG 2.0 at level X if accessibility support existed for the following language(s):"

## Appendix A: Glossary

This section is normative.

### abbreviation

shortened form of a word, phrase, or name where the abbreviation has not become part of the language

*Note 1:* This includes initialisms and acronyms where:

1. initialisms are shortened forms of a name or phrase made from the initial letters of words or syllables contained in that name or phrase

*Note 1:* Not defined in all languages.

*Example 1:* SNCF is a French initialism that contains the initial letters of the Société Nationale des Chemins de Fer, the French national railroad.

*Example 2:* ESP is an initialism for extrasensory perception.

2. acronyms are abbreviated forms made from the initial letters or parts of other words (in a name or phrase) which may be pronounced as a word

*Example:* NOAA is an acronym made from the initial letters of the National Oceanic and Atmospheric Administration in the United States.

*Note 2:* Some companies have adopted what used to be an initialism as their company name. In these cases, the new name of the company is the letters (for example, Ecma) and the word is no longer considered an abbreviation.

### accessibility supported

supported by users' assistive technologies as well as the accessibility features in browsers and other user agents

To qualify as an accessibility-supported use of a Web content technology (or feature of a technology), both 1 and 2 must be satisfied for a Web content technology (or feature):

1. The way that the Web content technology is used must be

supported by users' assistive technology (AT). This means that the way that the technology is used has been tested for interoperability with users' assistive technology in the human language(s) of the content,  
AND

2. The Web content technology must have accessibility-supported user agents that are available to users. This means that at least one of the following four statements is true:
  - a. The technology is supported natively in widely-distributed user agents that are also accessibility supported (such as HTML and CSS);  
OR
  - b. The technology is supported in a widely-distributed plug-in that is also accessibility supported;  
OR
  - c. The content is available in a closed environment, such as a university or corporate network, where the user agent required by the technology and used by the organization is also accessibility supported;  
OR
  - d. The user agent(s) that support the technology are accessibility supported and are available for download or purchase in a way that:
    - does not cost a person with a disability any more than a person without a disability and
    - is as easy to find and obtain for a person with a disability as it is for a person without disabilities.

*Note 1:* The WCAG Working group and the W3C do not specify which or how much support by assistive technologies there must be for a particular use of a Web technology in order for it to be classified as accessibility supported. (See [Level of Assistive Technology Support Needed for "Accessibility Support"](#).)

*Note 2:* Web technologies can be used in ways that are not accessibility supported as long as they are not relied upon and the page as a whole meets the conformance requirements, including [Conformance Requirement 4: Only Accessibility-Supported Ways of Using Technologies](#) and [Conformance Requirement 5: Non-Interference](#), are met.

*Note 3:* When a Web Technology is used in a way that is "accessibility supported," it does not imply that the entire technology or all uses of the technology are supported. Most technologies, including HTML, lack support for at least one feature or use. Pages conform to WCAG only if the uses of the technology that are accessibility supported can be relied upon to meet WCAG requirements.

*Note 4:* When citing Web content technologies that have multiple versions, the version(s) supported should be specified.

*Note 5:* One way for authors to locate uses of a technology that are accessibility supported would be to consult compilations of uses that are documented to be accessibility supported. (See [Understanding Accessibility-Supported Web Technology](#))

[Uses](#).) Authors, companies, technology vendors, or others may document accessibility-supported ways of using Web content technologies. However, all ways of using technologies in the documentation would need to meet the definition of accessibility-supported Web content technologies above.

alternative for time-based media

document including correctly sequenced text descriptions of time-based visual and auditory information and providing a means for achieving the outcomes of any time-based interaction

*Note:* A screenplay used to create the synchronized media content would meet this definition only if it was corrected to accurately represent the final synchronized media after editing.

ambiguous to users in general

the purpose cannot be determined from the link and all information of the Web page presented to the user simultaneously with the link (i.e., readers without disabilities would not know what a link would do until they activated it)

*Example:* The word guava in the following sentence "One of the notable exports is guava" is a link. The link could lead to a definition of guava, a chart listing the quantity of guava exported or a photograph of people harvesting guava. Until the link is activated, all readers are unsure and the person with a disability is not at any disadvantage.

ASCII art

picture created by a spatial arrangement of characters or glyphs (typically from the 95 printable characters defined by ASCII).

assistive technology (as used in this document)

hardware and/or software that acts as a user agent, or along with a mainstream user agent, to provide functionality to meet the requirements of users with disabilities that go beyond those offered by mainstream user agents

*Note 1:* functionality provided by assistive technology includes alternative presentations (e.g., as synthesized speech or magnified content), alternative input methods (e.g., voice), additional navigation or orientation mechanisms, and content transformations (e.g., to make tables more accessible).

*Note 2:* Assistive technologies often communicate data and messages with mainstream user agents by using and monitoring APIs.

*Note 3:* The distinction between mainstream user agents and assistive technologies is not absolute. Many mainstream user agents provide some features to assist individuals with disabilities. The basic difference is that mainstream user agents target broad and diverse audiences that usually include people with and without disabilities. Assistive technologies target narrowly defined populations of users with specific disabilities. The assistance provided by an assistive technology is more specific and appropriate to the needs of its target users. The mainstream user agent may provide important functionality to assistive technologies like retrieving Web content from program objects or parsing

markup into identifiable bundles.

*Example:* Assistive technologies that are important in the context of this document include the following:

- screen magnifiers, and other visual reading assistants, which are used by people with visual, perceptual and physical print disabilities to change text font, size, spacing, color, synchronization with speech, etc. in order to improve the visual readability of rendered text and images;
- screen readers, which are used by people who are blind to read textual information through synthesized speech or braille;
- text-to-speech software, which is used by some people with cognitive, language, and learning disabilities to convert text into synthetic speech;
- speech recognition software, which may be used by people who have some physical disabilities;
- alternative keyboards, which are used by people with certain physical disabilities to simulate the keyboard (including alternate keyboards that use head pointers, single switches, sip/puff and other special input devices.);
- alternative pointing devices, which are used by people with certain physical disabilities to simulate mouse pointing and button activations.

audio

the technology of sound reproduction

*Note:* Audio can be created synthetically (including speech synthesis), recorded from real world sounds, or both.

audio description

narration added to the soundtrack to describe important visual details that cannot be understood from the main soundtrack alone

*Note 1:* Audio description of video provides information about actions, characters, scene changes, on-screen text, and other visual content.

*Note 2:* In standard audio description, narration is added during existing pauses in dialogue. (See also extended audio description.)

*Note 3:* Where all of the video information is already provided in existing audio, no additional audio description is necessary.

*Note 4:* Also called "video description" and "descriptive narration."

audio-only

a time-based presentation that contains only audio (no video and no interaction)

blinking

switch back and forth between two visual states in a way that is meant to draw attention

*Note:* See also flash. It is possible for something to be large enough and blink brightly enough at the right frequency to be also classified as a flash.

blocks of text

more than one sentence of text

## CAPTCHA

initialism for "Completely Automated Public Turing test to tell Computers and Humans Apart"

*Note 1:* CAPTCHA tests often involve asking the user to type in text that is displayed in an obscured image or audio file.

*Note 2:* A Turing test is any system of tests designed to differentiate a human from a computer. It is named after famed computer scientist Alan Turing. The term was coined by researchers at Carnegie Mellon University. [\[CAPTCHA\]](#)

## captions

synchronized visual and/or text alternative for both speech and non-speech audio information needed to understand the media content

*Note 1:* Captions are similar to dialogue-only subtitles except captions convey not only the content of spoken dialogue, but also equivalents for non-dialogue audio information needed to understand the program content, including sound effects, music, laughter, speaker identification and location.

*Note 2:* Closed Captions are equivalents that can be turned on and off with some players.

*Note 3:* Open Captions are any captions that cannot be turned off. For example, if the captions are visual equivalent images of text embedded in video.

*Note 4:* Captions should not obscure or obstruct relevant information in the video.

*Note 5:* In some countries, captions are called subtitles.

*Note 6:* Audio descriptions can be, but do not need to be, captioned since they are descriptions of information that is already presented visually.

## changes of context

major changes in the content of the Web page that, if made without user awareness, can disorient users who are not able to view the entire page simultaneously

Changes in context include changes of:

1. user agent;
2. viewport;
3. focus;
4. content that changes the meaning of the Web page.

*Note:* A change of content is not always a change of context. Changes in content, such as an expanding outline, dynamic menu, or a tab control do not necessarily change the context, unless they also change one of the above (e.g., focus).

*Example:* Opening a new window, moving focus to a different component, going to a new page (including anything that would look to a user as if they had moved to a new page) or significantly re-arranging the content of a page are examples of changes of context.

conformance

satisfying all the requirements of a given standard, guideline or specification

conforming alternate version

version that

1. conforms at the designated level, and
2. provides all of the same information and functionality in the same human language, and
3. is as up to date as the non-conforming content, and
4. for which at least one of the following is true:
  - a. the conforming version can be reached from the non-conforming page via an accessibility-supported mechanism, or
  - b. the non-conforming version can only be reached from the conforming version, or
  - c. the non-conforming version can only be reached from a conforming page that also provides a mechanism to reach the conforming version

*Note 1:* In this definition, "can only be reached" means that there is some mechanism, such as a conditional redirect, that prevents a user from "reaching" (loading) the non-conforming page unless the user had just come from the conforming version.

*Note 2:* The alternate version does not need to be matched page for page with the original (e.g., the conforming alternate version may consist of multiple pages).

*Note 3:* If multiple language versions are available, then conforming alternate versions are required for each language offered.

*Note 4:* Alternate versions may be provided to accommodate different technology environments or user groups. Each version should be as conformant as possible. One version would need to be fully conformant in order to meet [conformance requirement 1](#).

*Note 5:* The conforming alternative version does not need to reside within the scope of conformance, or even on the same Web site, as long as it is as freely available as the non-conforming version.

*Note 6:* Alternate versions should not be confused with supplementary content, which support the original page and enhance comprehension.

*Note 7:* Setting user preferences within the content to produce a conforming version is an acceptable mechanism for reaching another version as long as the method used to set the preferences is accessibility supported.

See [Understanding Conforming Alternate Versions](#)

content (Web content)

information and sensory experience to be communicated to the user by means of a user agent, including code or markup that defines the content's structure, presentation, and interactions

context-sensitive help

help text that provides information related to the function currently being performed

*Note:* Clear labels can act as context-sensitive help.

contrast ratio

$(L1 + 0.05) / (L2 + 0.05)$ , where

- L1 is the relative luminance of the lighter of the colors, and
- L2 is the relative luminance of the darker of the colors.

*Note 1:* Contrast ratios can range from 1 to 21 (commonly written 1:1 to 21:1).

*Note 2:* Because authors do not have control over user settings as to how text is rendered (for example font smoothing or anti-aliasing), the contrast ratio for text can be evaluated with anti-aliasing turned off.

*Note 3:* For the purpose of Success Criteria 1.4.3 and 1.4.6, contrast is measured with respect to the specified background over which the text is rendered in normal usage. If no background color is specified, then white is assumed.

*Note 4:* Background color is the specified color of content over which the text is to be rendered in normal usage. It is a failure if no background color is specified when the text color is specified, because the user's default background color is unknown and cannot be evaluated for sufficient contrast. For the same reason, it is a failure if no text color is specified when a background color is specified.

*Note 5:* When there is a border around the letter, the border can add contrast and would be used in calculating the contrast between the letter and its background. A narrow border around the letter would be used as the letter. A wide border around the letter that fills in the inner details of the letters acts as a halo and would be considered background.

*Note 6:* WCAG conformance should be evaluated for color pairs specified in the content that an author would expect to appear adjacent in typical presentation. Authors need not consider unusual presentations, such as color changes made by the user agent, except where caused by authors' code.

correct reading sequence

any sequence where words and paragraphs are presented in an order that does not change the meaning of the content

emergency

a sudden, unexpected situation or occurrence that requires immediate action to preserve health, safety, or property

essential

if removed, would fundamentally change the information or functionality of the content, and information and functionality cannot be achieved in another way that would conform

extended audio description

audio description that is added to an audiovisual presentation by pausing the video so that there is time to add additional description

*Note:* This technique is only used when the sense of the video would be lost without the additional audio description and the pauses between dialogue/narration are too short.

## flash

a pair of opposing changes in relative luminance that can cause seizures in some people if it is large enough and in the right frequency range

*Note 1:* See general flash and red flash thresholds for information about types of flash that are not allowed.

*Note 2:* See also blinking.

## functionality

processes and outcomes achievable through user action

## general flash and red flash thresholds

a flash or rapidly changing image sequence is below the threshold (i.e., content passes) if any of the following are true:

1. there are no more than three general flashes and / or no more than three red flashes within any one-second period; or
2. the combined area of flashes occurring concurrently occupies no more than a total of .006 steradians within any 10 degree visual field on the screen (25% of any 10 degree visual field on the screen) at typical viewing distance

where:

- A general flash is defined as a pair of opposing changes in relative luminance of 10% or more of the maximum relative luminance where the relative luminance of the darker image is below 0.80; and where "a pair of opposing changes" is an increase followed by a decrease, or a decrease followed by an increase, and
- A red flash is defined as any pair of opposing transitions involving a saturated red.

*Exception:* Flashing that is a fine, balanced, pattern such as white noise or an alternating checkerboard pattern with "squares" smaller than 0.1 degree (of visual field at typical viewing distance) on a side does not violate the thresholds.

*Note 1:* For general software or Web content, using a 341 x 256 pixel rectangle anywhere on the displayed screen area when the content is viewed at 1024 x 768 pixels will provide a good estimate of a 10 degree visual field for standard screen sizes and viewing distances (e.g., 15-17 inch screen at 22-26 inches). (Higher resolutions displays showing the same rendering of the content yield smaller and safer images so it is lower resolutions that are used to define the thresholds.)

*Note 2:* A transition is the change in relative luminance (or relative luminance/color for red flashing) between adjacent peaks and valleys in a plot of relative luminance (or relative luminance/color for red flashing) measurement against time. A flash consists of two opposing transitions.

*Note 3:* The current working definition in the field for "pair of opposing transitions involving a saturated red" is where, for either or both states involved in each

transition,  $R/(R+G+B) \geq 0.8$ , and the change in the value of  $(R-G-B) \times 320$  is  $> 20$  (negative values of  $(R-G-B) \times 320$  are set to zero) for both transitions. R, G, B values range from 0-1 as specified in "relative luminance" definition. [\[HARDING-BINNIE\]](#)

*Note 4:* Tools are available that will carry out analysis from video screen capture. However, no tool is necessary to evaluate for this condition if flashing is less than or equal to 3 flashes in any one second. Content automatically passes (see #1 and #2 above).

#### human language

language that is spoken, written or signed (through visual or tactile means) to communicate with humans

*Note:* See also [sign language](#).

#### idiom

phrase whose meaning cannot be deduced from the meaning of the individual words and the specific words cannot be changed without losing the meaning

*Note:* idioms cannot be translated directly, word for word, without losing their (cultural or language-dependent) meaning.

*Example 1:* In English, "spilling the beans" means "revealing a secret." However, "knocking over the beans" or "spilling the vegetables" does not mean the same thing.

*Example 2:* In Japanese, the phrase "さじを投げる" literally translates into "he throws a spoon," but it means that there is nothing he can do and finally he gives up.

*Example 3:* In Dutch, "Hij ging met de kippen op stok" literally translates into "He went to roost with the chickens," but it means that he went to bed early.

#### image of text

text that has been rendered in a non-text form (e.g., an image) in order to achieve a particular visual effect

*Note:* This does not include [text](#) that is part of a picture that contains significant other visual content.

*Example:* A person's name on a nametag in a photograph.

#### informative

for information purposes and not required for conformance

*Note:* Content required for [conformance](#) is referred to as "[normative](#)."

#### input error

information provided by the user that is not accepted

*Note:* This includes:

1. Information that is required by the [Web page](#) but omitted by the user
2. Information that is provided by the user but that falls outside the required data format or values

## jargon

words used in a particular way by people in a particular field

*Example:* The word StickyKeys is jargon from the field of assistive technology/accessibility.

## keyboard interface

interface used by software to obtain keystroke input

*Note 1:* A keyboard interface allows users to provide keystroke input to programs even if the native technology does not contain a keyboard.

*Example:* A touchscreen PDA has a keyboard interface built into its operating system as well as a connector for external keyboards. Applications on the PDA can use the interface to obtain keyboard input either from an external keyboard or from other applications that provide simulated keyboard output, such as handwriting interpreters or speech-to-text applications with "keyboard emulation" functionality.

*Note 2:* Operation of the application (or parts of the application) through a keyboard-operated mouse emulator, such as MouseKeys, does not qualify as operation through a keyboard interface because operation of the program is through its pointing device interface, not through its keyboard interface.

## label

text or other component with a text alternative that is presented to a user to identify a component within Web content

*Note 1:* A label is presented to all users whereas the name may be hidden and only exposed by assistive technology. In many (but not all) cases the name and the label are the same.

*Note 2:* The term label is not limited to the label element in HTML.

## large scale (text)

with at least 18 point or 14 point bold or font size that would yield equivalent size for Chinese, Japanese and Korean (CJK) fonts

*Note 1:* Fonts with extraordinarily thin strokes or unusual features and characteristics that reduce the familiarity of their letter forms are harder to read, especially at lower contrast levels.

*Note 2:* Font size is the size when the content is delivered. It does not include resizing that may be done by a user.

*Note 3:* The actual size of the character that a user sees is dependent both on the author-defined size and the user's display or user-agent settings. For many mainstream body text fonts, 14 and 18 point is roughly equivalent to 1.2 and 1.5 em or to 120% or 150% of the default size for body text (assuming that the body font is 100%), but authors would need to check this for the particular fonts in use. When fonts are defined in relative units, the actual point size is calculated by the user agent for display. The point size should be obtained from the user agent, or calculated based on font metrics as the user

agent does, when evaluating this success criterion. Users who have low vision would be responsible for choosing appropriate settings.

*Note 4:* When using text without specifying the font size, the smallest font size used on major browsers for unspecified text would be a reasonable size to assume for the font. If a level 1 heading is rendered in 14pt bold or higher on major browsers, then it would be reasonable to assume it is large text. Relative scaling can be calculated from the default sizes in a similar fashion.

*Note 5:* The 18 and 14 point sizes for roman texts are taken from the minimum size for large print (14pt) and the larger standard font size (18pt). For other fonts such as CJK languages, the "equivalent" sizes would be the minimum large print size used for those languages and the next larger standard large print size.

## legal commitments

transactions where the person incurs a legally binding obligation or benefit

*Example:* A marriage license, a stock trade (financial and legal), a will, a loan, adoption, signing up for the army, a contract of any type, etc.

## link purpose

nature of the result obtained by activating a hyperlink

## live

information captured from a real-world event and transmitted to the receiver with no more than a broadcast delay

*Note 1:* A broadcast delay is a short (usually automated) delay, for example used in order to give the broadcaster time to queue or censor the audio (or video) feed, but not sufficient to allow significant editing.

*Note 2:* If information is completely computer generated, it is not live.

## lower secondary education level

the two or three year period of education that begins after completion of six years of school and ends nine years after the beginning of primary education

*Note:* This definition is based on the International Standard Classification of Education [\[UNESCO\]](#).

## mechanism

process or technique for achieving a result

*Note 1:* The mechanism may be explicitly provided in the content, or may be relied upon to be provided by either the platform or by user agents, including assistive technologies.

*Note 2:* The mechanism needs to meet all success criteria for the conformance level claimed.

## media alternative for text

media that presents no more information than is already presented in text (directly or via text alternatives)

*Note:* A media alternative for text is provided for those who benefit from alternate representations of text. Media alternatives for text may be audio-only, video-only (including sign-language video), or audio-video.

name

text by which software can identify a component within Web content to the user

*Note 1:* The name may be hidden and only exposed by assistive technology, whereas a label is presented to all users. In many (but not all) cases, the label and the name are the same.

*Note 2:* This is unrelated to the name attribute in HTML.

navigated sequentially

navigated in the order defined for advancing focus (from one element to the next) using a keyboard interface

non-text content

any content that is not a sequence of characters that can be programmatically determined or where the sequence is not expressing something in human language

*Note:* This includes ASCII Art (which is a pattern of characters), emoticons, leetspeak (which uses character substitution), and images representing text

normative

required for conformance

*Note 1:* One may conform in a variety of well-defined ways to this document.

*Note 2:* Content identified as "informative" or "non-normative" is never required for conformance.

on a full-screen window

on the most common sized desktop/laptop display with the viewport maximized

*Note:* Since people generally keep their computers for several years, it is best not to rely on the latest desktop/laptop display resolutions but to consider the common desktop/laptop display resolutions over the course of several years when making this evaluation.

paused

stopped by user request and not resumed until requested by user

prerecorded

information that is not live

presentation

rendering of the content in a form to be perceived by users

primary education level

six year time period that begins between the ages of five and seven, possibly without any previous education

*Note:* This definition is based on the International Standard Classification of Education

[\[UNESCO\]](#).

process

series of user actions where each action is required in order to complete an activity

*Example 1:* Successful use of a series of Web pages on a shopping site requires users to view alternative products, prices and offers, select products, submit an order, provide shipping information and provide payment information.

*Example 2:* An account registration page requires successful completion of a Turing test before the registration form can be accessed.

programmatically determined (programmatically determinable)

determined by software from author-supplied data provided in a way that different user agents, including assistive technologies, can extract and present this information to users in different modalities

*Example 1:* Determined in a markup language from elements and attributes that are accessed directly by commonly available assistive technology.

*Example 2:* Determined from technology-specific data structures in a non-markup language and exposed to assistive technology via an accessibility API that is supported by commonly available assistive technology.

programmatically determined link context

additional information that can be programmatically determined from relationships with a link, combined with the link text, and presented to users in different modalities

*Example:* In HTML, information that is programmatically determinable from a link in English includes text that is in the same paragraph, list, or table cell as the link or in a table header cell that is associated with the table cell that contains the link.

*Note:* Since screen readers interpret punctuation, they can also provide the context from the current sentence, when the focus is on a link in that sentence.

programmatically set

set by software using methods that are supported by user agents, including assistive technologies

pure decoration

serving only an aesthetic purpose, providing no information, and having no functionality

*Note:* Text is only purely decorative if the words can be rearranged or substituted without changing their purpose.

*Example:* The cover page of a dictionary has random words in very light text in the background.

real-time event

event that a) occurs at the same time as the viewing and b) is not completely generated by the content

*Example 1:* A Webcast of a live performance (occurs at the same time as the viewing

and is not prerecorded).

*Example 2:* An on-line auction with people bidding (occurs at the same time as the viewing).

*Example 3:* Live humans interacting in a virtual world using avatars (is not completely generated by the content and occurs at the same time as the viewing).

relationships

meaningful associations between distinct pieces of content

relative luminance

the relative brightness of any point in a colorspace, normalized to 0 for darkest black and 1 for lightest white

*Note 1:* For the sRGB colorspace, the relative luminance of a color is defined as  $L = 0.2126 * R + 0.7152 * G + 0.0722 * B$  where R, G and B are defined as:

- if  $R_{sRGB} \leq 0.03928$  then  $R = R_{sRGB}/12.92$  else  $R = ((R_{sRGB}+0.055)/1.055) ^ 2.4$
- if  $G_{sRGB} \leq 0.03928$  then  $G = G_{sRGB}/12.92$  else  $G = ((G_{sRGB}+0.055)/1.055) ^ 2.4$
- if  $B_{sRGB} \leq 0.03928$  then  $B = B_{sRGB}/12.92$  else  $B = ((B_{sRGB}+0.055)/1.055) ^ 2.4$

and  $R_{sRGB}$ ,  $G_{sRGB}$ , and  $B_{sRGB}$  are defined as:

- $R_{sRGB} = R_{8bit}/255$
- $G_{sRGB} = G_{8bit}/255$
- $B_{sRGB} = B_{8bit}/255$

The "^" character is the exponentiation operator. (Formula taken from [\[sRGB\]](#) and [\[IEC-4WDJ\]](#)).

*Note 2:* Almost all systems used today to view Web content assume sRGB encoding. Unless it is known that another color space will be used to process and display the content, authors should evaluate using sRGB colorspace. If using other color spaces, see [Understanding Success Criterion 1.4.3](#).

*Note 3:* If dithering occurs after delivery, then the source color value is used. For colors that are dithered at the source, the average values of the colors that are dithered should be used (average R, average G, and average B).

*Note 4:* Tools are available that automatically do the calculations when testing contrast and flash.

*Note 5:* A [MathML version of the relative luminance definition](#) is available.

relied upon (technologies that are)

the content would not conform if that technology is turned off or is not supported

role

text or number by which software can identify the function of a component within Web

content

*Example:* A number that indicates whether an image functions as a hyperlink, command button, or check box.

same functionality

same result when used

*Example:* A submit "search" button on one Web page and a "find" button on another Web page may both have a field to enter a term and list topics in the Web site related to the term submitted. In this case, they would have the same functionality but would not be labeled consistently.

same relative order

same position relative to other items

*Note:* Items are considered to be in the same relative order even if other items are inserted or removed from the original order. For example, expanding navigation menus may insert an additional level of detail or a secondary navigation section may be inserted into the reading order.

satisfies a success criterion

the success criterion does not evaluate to 'false' when applied to the page

section

A self-contained portion of written content that deals with one or more related topics or thoughts

*Note:* A section may consist of one or more paragraphs and include graphics, tables, lists and sub-sections.

set of Web pages

collection of Web pages that share a common purpose and that are created by the same author, group or organization

*Note:* Different language versions would be considered different sets of Web pages.

sign language

a language using combinations of movements of the hands and arms, facial expressions, or body positions to convey meaning

sign language interpretation

translation of one language, generally a spoken language, into a sign language

*Note:* True sign languages are independent languages that are unrelated to the spoken language(s) of the same country or region.

specific sensory experience

a sensory experience that is not purely decorative and does not primarily convey important information or perform a function

*Example:* Examples include a performance of a flute solo, works of visual art etc.

structure

1. The way the parts of a Web page are organized in relation to each other; and
2. The way a collection of Web pages is organized

supplemental content

additional content that illustrates or clarifies the primary content

*Example 1:* An audio version of a Web page.

*Example 2:* An illustration of a complex process.

*Example 3:* A paragraph summarizing the major outcomes and recommendations made in a research study.

synchronized media

audio or video synchronized with another format for presenting information and/or with time-based interactive components, unless the media is a media alternative for text that is clearly labeled as such

technology (Web content)

mechanism for encoding instructions to be rendered, played or executed by user agents

*Note 1:* As used in these guidelines "Web Technology" and the word "technology" (when used alone) both refer to Web Content Technologies.

*Note 2:* Web content technologies may include markup languages, data formats, or programming languages that authors may use alone or in combination to create end-user experiences that range from static Web pages to synchronized media presentations to dynamic Web applications.

*Example:* Some common examples of Web content technologies include HTML, CSS, SVG, PNG, PDF, Flash, and JavaScript.

text

sequence of characters that can be programmatically determined, where the sequence is expressing something in human language

text alternative

Text that is programmatically associated with non-text content or referred to from text that is programmatically associated with non-text content. Programmatically associated text is text whose location can be programmatically determined from the non-text content.

*Example:* An image of a chart is described in text in the paragraph after the chart. The short text alternative for the chart indicates that a description follows.

*Note:* Refer to [Understanding Text Alternatives](#) for more information.

used in an unusual or restricted way

words used in such a way that requires users to know exactly which definition to apply in order to understand the content correctly

*Example:* The term "gig" means something different if it occurs in a discussion of music concerts than it does in article about computer hard drive space, but the appropriate definition can be determined from context. By contrast, the word "text" is used in a very

specific way in WCAG 2.0, so a definition is supplied in the glossary.

#### user agent

any software that retrieves and presents Web content for users

*Example:* Web browsers, media players, plug-ins, and other programs — including assistive technologies — that help in retrieving, rendering, and interacting with Web content.

#### user-controllable

data that is intended to be accessed by users

*Note:* This does not refer to such things as Internet logs and search engine monitoring data.

*Example:* Name and address fields for a user's account.

#### user interface component

a part of the content that is perceived by users as a single control for a distinct function

*Note 1:* Multiple user interface components may be implemented as a single programmatic element. Components here is not tied to programming techniques, but rather to what the user perceives as separate controls.

*Note 2:* User interface components include form elements and links as well as components generated by scripts.

*Example:* An applet has a "control" that can be used to move through content by line or page or random access. Since each of these would need to have a name and be settable independently, they would each be a "user interface component."

#### video

the technology of moving or sequenced pictures or images

*Note:* Video can be made up of animated or photographic images, or both.

#### video-only

a time-based presentation that contains only video (no audio and no interaction)

#### viewport

object in which the user agent presents content

*Note 1:* The user agent presents content through one or more viewports. Viewports include windows, frames, loudspeakers, and virtual magnifying glasses. A viewport may contain another viewport (e.g., nested frames). Interface components created by the user agent such as prompts, menus, and alerts are not viewports.

*Note 2:* This definition is based on [User Agent Accessibility Guidelines 1.0 Glossary](#).

#### visually customized

the font, size, color, and background can be set

#### Web page

a non-embedded resource obtained from a single URI using HTTP plus any other

resources that are used in the rendering or intended to be rendered together with it by a user agent

*Note 1:* Although any "other resources" would be rendered together with the primary resource, they would not necessarily be rendered simultaneously with each other.

*Note 2:* For the purposes of conformance with these guidelines, a resource must be "non-embedded" within the scope of conformance to be considered a Web page.

*Example 1:* A Web resource including all embedded images and media.

*Example 2:* A Web mail program built using Asynchronous JavaScript and XML (AJAX). The program lives entirely at <http://example.com/mail>, but includes an inbox, a contacts area and a calendar. Links or buttons are provided that cause the inbox, contacts, or calendar to display, but do not change the URI of the page as a whole.

*Example 3:* A customizable portal site, where users can choose content to display from a set of different content modules.

*Example 4:* When you enter "<http://shopping.example.com/>" in your browser, you enter a movie-like interactive shopping environment where you visually move around in a store dragging products off of the shelves around you and into a visual shopping cart in front of you. Clicking on a product causes it to be demonstrated with a specification sheet floating alongside. This might be a single-page Web site or just one page within a Web site.

## Appendix B: Acknowledgments

This section is informative.

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Additional information about participation in the Web Content Accessibility Guidelines Working Group (WCAG WG) can be found on the [Working Group home page](#).

### Participants active in the WCAG WG at the time of publication

- Bruce Bailey (U.S. Access Board)
- Frederick Boland (NIST)
- Ben Caldwell (Trace R&D Center, University of Wisconsin)
- Sofia Celic (W3C Invited Expert)
- Michael Cooper (W3C)
- Roberto Ellero (International Webmasters Association / HTML Writers Guild)
- Bengt Farre (Rigab)

- Loretta Guarino Reid (Google)
- Katie Haritos-Shea
- Andrew Kirkpatrick (Adobe)
- Drew LaHart (IBM)
- Alex Li (SAP AG)
- David MacDonald (E-Ramp Inc.)
- Roberto Scano (International Webmasters Association / HTML Writers Guild)
- Cynthia Shelly (Microsoft)
- Andi Snow-Weaver (IBM)
- Christophe Strobbe (DocArch, K.U.Leuven)
- Gregg Vanderheiden (Trace R&D Center, University of Wisconsin)

## Other previously active WCAG WG participants and other contributors to WCAG 2.0

Shadi Abou-Zahra, Jim Allan, Jenae Andershonis, Avi Arditti, Aries Ardit, Mike Barta, Sandy Bartell, Kynn Bartlett, Marco Bertoni, Harvey Bingham, Chris Blouch, Paul Bohman, Patrice Bourlon, Judy Brewer, Andy Brown, Dick Brown, Doyle Burnett, Raven Calais, Tomas Caspers, Roberto Castaldo, Sambhavi Chandrashekar, Mike Cherim, Jonathan Chetwynd, Wendy Chisholm, Alan Chuter, David M Clark, Joe Clark, James Coltham, James Craig, Tom Croucher, Nir Dagan, Daniel Dardailier, Geoff Deering, Pete DeVasto, Don Evans, Neal Ewers, Steve Faulkner, Lainey Feingold, Alan J. Flavell, Nikolaos Floratos, Kentarou Fukuda, Miguel Garcia, P.J. Gardner, Greg Gay, Becky Gibson, Al Gilman, Kerstin Goldsmith, Michael Grade, Jon Gunderson, Emmanuelle Gutiérrez y Restrepo, Brian Hardy, Eric Hansen, Sean Hayes, Shawn Henry, Hans Hillen, Donovan Hipke, Bjoern Hoehrmann, Chris Hofstader, Yvette Hoitink, Carlos Iglesias, Ian Jacobs, Phill Jenkins, Jyotsna Kaki, Leonard R. Kasday, Kazuhito Kidachi, Ken Kipness, Marja-Riitta Koivunen, Preety Kumar, Gez Lemon, Chuck Letourneau, Scott Luebking, Tim Lacy, Jim Ley, William Loughborough, Greg Lowney, Luca Mascaro, Liam McGee, Jens Meiert, Niqui Merret, Alessandro Miele, Mathew J Mirabella, Charles McCathieNevile, Matt May, Marti McCuller, Sorcha Moore, Charles F. Munat, Robert Neff, Bruno von Niman, Tim Noonan, Sebastiano Nutarelli, Graham Oliver, Sean B. Palmer, Sailesh Panchang, Nigel Peck, Anne Pemberton, David Poehlman, Adam Victor Reed, Chris Ridpath, Lee Roberts, Gregory J. Rosmaita, Matthew Ross, Sharron Rush, Gian Sampson-Wild, Joel Sanda, Gordon Schantz, Lisa Seeman, John Slatin, Becky Smith, Jared Smith, Neil Soiffer, Jeanne Spellman, Mike Squillace, Michael Stenitzer, Jim Thatcher, Terry Thompson, Justin Thorp, Makoto Ueki, Eric Velleman, Dena Wainwright, Paul Walsch, Takayuki Watanabe, Jason White.

## Appendix C: References

This section is informative.

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## UNESCO

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## WCAG10

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## APPENDIX 2

# Elections Canada Website Terms and Conditions

### Terms and Conditions

#### Privacy Notice

The Office of the Chief Electoral Officer, commonly known as Elections Canada, is committed to providing visitors with a website that respects their privacy. This Privacy Notice summarizes the privacy policy and practices related to the *[insert name of Program]* website.

All personal information created, held or collected by Elections Canada on this website is protected under the *Privacy Act*. You also have a right to access and correct your personal information. This means that you will be informed of the purposes for which personal information is being collected and how to exercise your right of access to that information. You will be asked for your consent where appropriate.

#### Your Privacy and the Internet

The nature of the Internet is such that Web servers automatically collect certain information about a visit to a website, including the visitor's Internet Protocol (IP) address. IP addresses are unique numbers assigned by Internet Service Providers (ISP) to all devices used to access the Internet. Web servers automatically log the IP addresses of visitors to their sites. The IP address, on its own, does not identify an individual. However, in certain circumstances, such as with the co-operation of an ISP for example, it could be used to identify an individual using the site. For this reason, federal institutions including Elections Canada consider the IP address to be personal information, particularly when combined with other data automatically collected when visitor requests a Web page such as the page or pages visited, date and time of the visit.

Unless otherwise noted, Elections Canada does not automatically gather any specific information from you, such as your name, telephone number or email address. Elections Canada would obtain this type of information only if you supply it to us, for example, by email or by filling in a contact form.

#### Communicating with Elections Canada

If you choose to send Elections Canada an email or complete a form online, your personal information is used by Elections Canada in order to respond to your inquiry. Elections Canada does not use such information to create individual profiles nor does it disclose such information to anyone other than to those within Elections Canada who need to provide you with a response. Any disclosure of your personal information is in accordance with the *Privacy Act*.

Emails and other electronic methods used to communicate with Elections Canada are not secure. Therefore, it is recommended that you do not send sensitive personal information, such as your Social Insurance Number or your date of birth, through non-secure electronic means.

Personal information from emails or from the question and answer forum is collected pursuant to the *Canada Elections Act*. Such information may be used for statistical,

evaluation and reporting purposes and is included in Personal Information Bank *Public Communications (PSU 914)*.

The personal information you include in the electronic registration form or provide as part of the communication forum will be used for the purposes of administering the *[insert name of Program]*. It may also be used for statistical, evaluation and reporting purposes. Such information is collected under the authority of the *Canada Elections Act* and is included in personal information bank PSU 938 – Outreach Activities.

## **Improving your Experience on Elections Canada Website**

### **Digital Markers (including cookies)**

A digital marker is a resource created by the visitors' browser in order to remember certain pieces of information for the Web server to reference during the same or subsequent visit to the website. Examples of digital markers are "cookies" or HTML5 web storage. Some examples of what digital markers do are as follows:

- they allow a website to recognize a previous visit each time the visitor accesses the site;
- they track what information is viewed on a site which helps website administrators ensure visitors find what they are looking for.

Elections Canada uses *[sessional or persistent]* digital markers on its website. During your on-line visit, your browser exchanges data with Elections Canada's Web server. The digital markers used do not allow Elections Canada to identify individuals.

You may adjust your browser settings to reject digital markers, including cookies, if you so choose. *[Please select Option A or B. Option A: Visiting this website with cookies disabled will have no significant impact on your browsing experiences. Option B: However, it may affect your ability to interact with this website.]*

### **Web Analytics**

Web analytics is the collection, analysis, measurement, and reporting of data about Web traffic and visits for purposes of understanding and optimizing Web usage. Information in digital markers may be used for the purpose of web analytics to remember your online interactions with *[insert name of Program]* website.

When your computer requests an Elections Canada Web page, our institution collects the following types of information for Web analytics:

- the originating IP address;
- the date and time of the request;
- the type of browser used; and
- the page(s) visited.

Elections Canada uses *[insert name of Web analytics tool]* and the information collected is disclosed to the service provider which provides Web hosting services for this website. Your IP address is anonymized prior to being stored on the service provider's servers in order to help safeguard your privacy. The information collected is de-personalized by *[NTD: describe how the information is de-personalized with the Web analytics tool used]*.

Information used for the purpose of Web analytics is collected by Elections Canada pursuant to its mandate as outlined within the *Canada Elections Act*. Such information may be used for communications and information technology statistical purposes, audit,

evaluation, research, planning and reporting. For more information on how your privacy is safeguarded in relation to web analytics, see the Treasury Board *Standard on Privacy and Web Analytics*.

### **Network Security**

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Gatineau, Quebec  
K1A 0M6

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001-800-514-6868  
toll-free in Mexico

613-993-2975  
from anywhere in the world

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## APPENDIX 3

# Reference Materials – Pedagogical Resources

### Content-related

#### Elections Canada Website

[www.elections.ca](http://www.elections.ca)

All content from the Elections Canada Website can be leveraged as a source of content for pedagogical resources. Some specific sections of note:

#### Teachers' Section and resources

<http://www.elections.ca/content.aspx?section=vot&dir=yth/tea&document=index&lang=e>

#### Backgrounders

<http://www.elections.ca/content.aspx?section=vot&dir=bkg&document=index&lang=e>

#### History of the Vote in Canada

<http://www.elections.ca/content.aspx?section=res&dir=his&document=index&lang=e>

#### Electoral Process in Canada

<http://www.elections.ca/content.aspx?section=res&dir=ces&document=index&lang=e>

#### Ways to Vote

<http://www.elections.ca/content.aspx?section=vot&dir=vote&document=index&lang=e>

#### Library of Parliament - Education website

<http://www.parl.gc.ca/AboutEducation.aspx?Language=E>

All content from the Library of Parliament Education Website can be leveraged as a source of content for pedagogical resources. Some specific sections of note:

#### How Parliament Works

<http://www.parl.gc.ca/AboutHowParlWorks.aspx?Language=E&Mode=1&Parl=41&Ses=2>

#### Facts about people and events

<http://www.parl.gc.ca/Parlinfo/Default.aspx?Language=E&Mode=1&Parl=41&Ses=2>

#### How Canadians Govern Themselves

<http://www.parl.gc.ca/about/parliament/senatoreugeneforsej/home/index-e.html>

#### Our Country, Our Democracy

<http://www.parl.gc.ca/About/Parliament/Education/OurCountryOurParliament/home-e.aspx>

#### ACE – Electoral Knowledge Network

<http://aceproject.org/>

**IFES – International Foundation on Electoral Systems**

<http://www.ifes.com/>

**IDEA – International Institute for Democracy and Electoral Assistance**

<http://www.idea.int/>

**Research and Theory-related**

**Elections Canada – Inspire Democracy Website**

All content from the Elections Canada Website can be leveraged as a source of content for pedagogical resources. Some specific sections of note:

Research and evaluation reports on civic education

<http://inspirerlademocratie-inspiredemocracy.ca/rsch/ce/index-eng.aspx>

Youth democratic and civic participation

<http://inspirerlademocratie-inspiredemocracy.ca/rsch/yth/index-eng.aspx>

Voter turnout

<http://inspirerlademocratie-inspiredemocracy.ca/rsch/trn/index-eng.aspx>

**Youth civic participation and civic education**

Civic Education and Youth Political Participation (Introduction and first two chapters), Murray Print and Henry Milner (eds.) (Rotterdam: Sense Publishers, 2009)

The State and Potential of Civic Learning in Canada: Charting the Course for Youth Civic and Political Participation, Kristina Llewellyn et al. (2007)

Educating the “Good” Citizen: Political Choices and Pedagogical Goals, Joel Westheimer and Joseph Kahne (2004)

## APPENDIX 4

# List of Comprehensive Land Claim Agreement (CLCA) Claimant Groups

### James Bay and Northern Quebec Agreement (JBNQA)

#### Inuit Portion of JBNQA

Makivik Corporation  
1111 Dr. Frederik-Philips Blvd., 3<sup>rd</sup> Floor  
St-Laurent, QC H4M 2X6  
Telephone: 514-745-8880  
Facsimile: 514-745-3700

Makivik Corporation  
P.O. Box 179  
Kuujuuaq, QC J0M 1C0  
Telephone: 819-964-2935  
Facsimile: 819-964-2788

#### Cree Portion of JBNQA

Crees of Oujé-Bougoumou  
203 Opemiska Meskino, Box 1165  
Oujé-Bougoumou, QC G0W 3C0  
Attention: Economic Development Officer  
Telephone: 418-745-2519  
Facsimile: 418-745-3544

Grand Council of the Crees (of Québec)  
81 Metcalfe Street, suite 900  
Ottawa, ON K1P 6K7  
Telephone: 613-761-1655  
Facsimile: 613-761-1388

#### Naskapi Portion of JBNQA

Naskapi Development Corporation  
120-1000 St-Jean-Baptiste Avenue

P.O. Box 5023  
Kawawachikamach, QC G2E 5G5  
Telephone: 418-871-5100  
Facsimile: 418-871-5254

Naskapi Nation of Kawawachikamach  
P.O. Box 5111  
Kawawachikamach, QC G0G 2Z0  
Telephone: 418-585-2686  
Facsimile: 418-585-3130

### **Inuvialuit Final Agreement**

Inuvialuit Development Corporation  
P.O. Bag # 7  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2419  
Facsimile: 867-777-3256

Inuvialuit Regional Corporation  
P.O. Box 2120  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2737  
Facsimile: 867-777-2135

### **Gwich'in Comprehensive Land Claim Agreement**

Gwich'in Tribal Council  
P.O. Box 1509  
Inuvik, NT X0E 0T0  
Telephone: 867-777-7900  
Facsimile: 867-777-7919

### **Nunavut Land Claims Agreement**

Nunavut Tunngavik Incorporated  
Policy and Planning Division  
P.O. Box 638  
Iqaluit, NU X0A 0H0  
Telephone: 1-888-646-0006  
Facsimile: 867-975-4949

Qikiqtani Inuit Association  
P.O. Box 1340  
Iqaluit, NU X0A 0H0  
Telephone: 867-975-8400 or 1-800-667-2742  
Facsimile: 867-979-3238

Qikiqtaaluk Corporation  
P.O. Box 1228  
Iqaluit, NU X0A 0H0  
Telephone: 867-979-8400  
Facsimile: 867-979-8433

Kakivak Association  
P.O. Box 1419  
Iqaluit, NU X0A 0H0  
Telephone: 867-979-0911 or 1-800-561-0911  
Facsimile: 867-979-3707

Kivalliq Inuit Association  
P.O. Box 340  
Rankin Inlet, NU X0C 0G0  
Telephone: 867-645-5725 or 1-800-220-6581  
Email: [reception@kivalliqinuit.ca](mailto:reception@kivalliqinuit.ca) (Note: Notifications to be sent by e-mail only)

Sakku Investments Corporation  
P.O. Box 188  
Rankin Inlet, NU X0C 0G0  
Telephone: 867-645-2805  
Facsimile: 867-645-2063

Nunasi Corporation  
P.O. Box 1559  
Iqaluit, NU X0A 0H0  
Telephone: 867-979-2175 or 867-979-2160  
Facsimile: (867) 979-3099 (Note: Notification by email is preferred)  
email: [archie@nunasi.com](mailto:archie@nunasi.com), [malaya@nunasi.com](mailto:malaya@nunasi.com)

Kitikmeot Inuit Association  
Lands Division  
P.O. Box 360  
Kugluktuk, NU X0B 0E0  
Telephone: 867-982-3310  
Facsimile: 867-982-3311

**Umbrella Final Agreement of the Council for Yukon Indians**

Council of Yukon First Nations  
2166 – 2<sup>nd</sup> Avenue  
Whitehorse, YT Y1A 4P1  
Telephone: 867-393-9200  
Facsimile: 867-668-6577  
email: [reception@cyfn.net](mailto:reception@cyfn.net)

### **Champagne and Aishihik First Nations Final Agreement**

Champagne and Aishihik First Nations  
Box 5310  
Haines Junction, YT Y0B 1L0  
Telephone: 867-634-4200  
Facsimile: 867-634-2108  
email: [vinnes@cafn.ca](mailto:vinnes@cafn.ca)

### **Little Salmon/Carmacks First Nation Final Agreement**

Little Salmon/Carmacks First Nation  
P.O. Box 135  
Carmacks, YT Y0B 1C0  
Telephone: 867-863-5576  
Facsimile: 867-863-5710  
email: [info@lscfn.ca](mailto:info@lscfn.ca)

### **First Nation of Nacho Nyak Dun Final Agreement**

Nacho Nyak Dun First Nation  
P.O. Box 220  
Mayo, YT Y0B 1M0  
Telephone: 867-996-2265  
Facsimile: 867-996-2267  
email: [main@nndfn.com](mailto:main@nndfn.com)

### **Selkirk First Nation Final Agreement**

Selkirk First Nation  
P.O. Box 40  
Pelly Crossing, YT Y0B 1P0  
Attn: Betty Baptiste, Personnel Officer

Telephone: 867-537-3331  
Facsimile: 867-537-3902  
email: [GillB@selkirkfn.com](mailto:GillB@selkirkfn.com)

### **Teslin Tlingit Council Final Agreement**

Teslin Tlingit Council  
Box 133  
Teslin, YT Y0A 1B0  
Telephone: 867-390-2532  
Facsimile: 867-390-2204  
email: [admin@ttc-teslin.com](mailto:admin@ttc-teslin.com)

### **Vuntut Gwitchin First Nation Final Agreement**

Vuntut Gwitchin First Nation  
P.O. Box 94  
Old Crow, YT Y0B 1N0  
Telephone: 867-966-3261  
Facsimile: 867-966-3800  
email: [reception@vgfn.net](mailto:reception@vgfn.net)

### **Tr'ondëk Hwëch'in Final Agreement**

Tr'ondëk Hwëch'in First Nation  
P.O. Box 599  
Dawson City, YT Y0B 1G0  
Telephone: 867-993-7100  
Facsimile: 867-993-6553  
email: [reception@trondek.ca](mailto:reception@trondek.ca)

### **Ta'an Kwach'an Council Final Agreement**

Mundessa Development Corporation  
117 Industrial Road  
Whitehorse, YT Y1A 2T8  
Telephone: 867-668-3613  
Facsimile: 867-667-4295  
email: [admin@taan.ca](mailto:admin@taan.ca)

### **Kluane First Nation Final Agreement**

Kluane First Nation  
P.O. Box 20  
Burwash Landing, YT Y0B 1V0  
Telephone: 867-841-4274  
Facsimile: 867-841-5900  
email: [reception@kfn.ca](mailto:reception@kfn.ca)

### **Kwanlin Dun First Nation Final Agreement**

Kwanlin Dun First Nation  
35 McIntyre Drive  
Whitehorse, YT Y1A 5A5  
Telephone: 867-633-7800  
Facsimile: 867-668-5057  
email: [reception@kwanlindun.com](mailto:reception@kwanlindun.com)

### **Carcross/Tagish First Nation Final Agreement**

Carcross/Tagish First Nation  
P.O. Box 130  
Carcross, YT Y0B 1B0  
Telephone: 867-821-4251  
Facsimile: 867-821-4802  
email: [reception@ctfn.ca](mailto:reception@ctfn.ca)

### **Sahtu Dene and Metis Comprehensive Land Claim Agreement**

Déline District Land Corporation  
P.O. Box 156  
Déline, NT X0E 0G0  
Attention: Diane Andrea  
Telephone: 867-589-8100  
Facsimile: 867-589-8101  
email: [dlc\\_sa@gov.deline.ca](mailto:dlc_sa@gov.deline.ca)

K'asho Gotine District Land Corporation  
P.O. Box 18  
Fort Good Hope, NT X0E 0H0  
Attention: Jacinta Grandjambe  
Telephone: 867-598-2519  
Facsimile: 867-598-2437  
email: [jacintag@yamoga.ca](mailto:jacintag@yamoga.ca)

Sahtu Secretariat Incorporated  
P.O. Box 155  
Déline, NT X0E 0G0  
Attention: Ruth Ann Elemie, Executive Director  
Telephone: 867-589-4719  
Facsimile: 867-589-4908  
email: [ruth\\_ann\\_elemie@gov.deline.ca](mailto:ruth_ann_elemie@gov.deline.ca)

Tulita District Land Corporation  
P.O. Box 63  
Tulita, NT X0E 0K0  
Attention: Judith Wright Bird, Executive Director  
Telephone: 867-588-3734  
Facsimile: 867-588-4025  
email: [jwright@tutlitalandcorp.ca](mailto:jwright@tutlitalandcorp.ca)

### **Labrador Inuit Land Claims Agreement**

Nunatsiavut Government  
12 Sandbanks Road  
P.O. Box 70  
Nain, NL A0P 1L0  
Telephone: 709-922-2942  
Facsimile: 709-922-2931

### **Tlicho Land Claims Agreement**

Tlicho Government  
P.O. Box 412  
Behchoko, NT X0E 0Y0  
Telephone: 867-392-6381  
Facsimile: 867-392-6389

### **Nunavik Inuit Land Claims Agreement**

Makivik Corporation  
1111 Dr. Frederik-Philips Blvd., 3<sup>rd</sup> Floor  
St-Laurent, QC H4M 2X6  
Telephone: 514-745-8880  
Facsimile: 514-745-3700

Makivik Corporation  
P.O. Box 179  
Kuujuuaq, QC J0M 1C0  
Telephone: 819-964-2935  
Facsimile: 819-964-2788

## APPENDIX 5

# **Standard of the use of Transport Layer Security Encryption**

See Attached



# IT Security Bulletin

## Bulletin de sécurité TI

November 2008

ITSB-60

novembre 2008

### Guidance on the Use of the Transport Layer Security Protocol within the Government of Canada

#### Purpose

The purpose of this Bulletin is to provide Government of Canada (GC) departments guidance on:

- using the Transport Layer Security (TLS) protocol for the protection of Protected A and B information;
- the approved cryptographic protocols and algorithms that the Communications Security Establishment Canada (CSEC) recommends for use with TLS; and
- standards and NIST special publications that describe the recommended cryptographic primitives and provide additional information on TLS.

**This Bulletin is to be used in conjunction with CSEC IT Security Alert 11d (ITSA-11d), published on August 2008.**

### Conseils sur l'utilisation du protocole TLS (*Transport Layer Security*) au sein du gouvernement du Canada

#### Objet

Le présent bulletin vise à fournir aux ministères du gouvernement du Canada (GC) des conseils sur :

- l'utilisation du protocole de sécurité de la couche transport (TLS pour *Transport Layer Security*) pour la protection des renseignements PROTÉGÉ A et PROTÉGÉ B;
- les protocoles et algorithmes cryptographiques approuvés que le Centre de la sécurité des télécommunications (CSTC) recommande d'utiliser conjointement avec le protocole TLS;
- les normes et publications spéciales du NIST qui décrivent les primitives cryptographiques recommandées et fournissent des renseignements additionnels sur le protocole TLS.

**Le présent bulletin doit être utilisé en conjonction avec l'Alerte de sécurité TI 11d (ITSA-11d) du CSTC, publiée en août 2008.**

## Scope

This Bulletin provides guidance on using an implementation of the TLS protocol that conforms to standards by the Internet Engineering Task Force (IETF) in RFC 2246 or RFC 4346. Technical details of how to implement TLS can be found in those standards.

Guidance provided in this Bulletin is relevant only for the protection of Protected A and B information. The protection of Protected C and classified information is beyond the scope of this Bulletin.

This Bulletin does not provide guidance on the implementation of cryptographic algorithms, key exchange protocols, hash functions, or random bit generation. References for cryptographic primitives are highlighted in the *References* section.

## Background

TLS is a cryptographic protocol that provides secure communications by securing the transport layer of the Open System Interconnection Basic Reference Model (OSI Model). The transport layer is responsible for maintaining reliable end-to-end communications across the network. For authentication, TLS is mostly used for server authentication but can additionally be used for client authentication.

TLS was initially called the Secure Socket Layer (SSL) protocol but was slightly modified and renamed the TLS protocol when standardized by the IETF.

The TLS standard includes many cryptographic protocols and algorithms that are not approved for the protection of Protected A and B

## Portée

Le présent bulletin fournit des conseils sur l'utilisation d'une mise en oeuvre du protocole TLS qui est conforme aux normes établies par l'Internet Engineering Task Force (IETF) dans les documents RFC 2246 ou RFC 4346. On peut retrouver dans ces normes les détails techniques sur la mise en oeuvre du protocole TLS.

Les conseils formulés ci-après concernent uniquement la protection des renseignements PROTÉGÉ A et PROTÉGÉ B; la protection des renseignements PROTÉGÉ C et classifiés dépassent les limites du présent bulletin.

Le présent bulletin n'offre aucune orientation quant à la mise en oeuvre des algorithmes cryptographiques, des protocoles d'échange de clés, des fonctions de hachage et de la génération de bits aléatoires. Les références pour les primitives cryptographiques sont indiquées dans la section *Références*.

## Contexte

Le protocole TLS est un protocole cryptographique qui offre des communications sécurisées en sécurisant la couche transport du Open System Interconnection Basic Reference Model (OSI Model). Cette couche est responsable du maintien de communications de bout en bout fiables dans le réseau. Le protocole TLS sert principalement à l'authentification serveur mais peut également être utilisé pour l'authentification client.

Le protocole TLS était appelé à l'origine « protocole Secure Socket Layer (SSL) », mais il a été légèrement modifié et renommé « protocole TLS » lorsqu'il a été normalisé par l'IETF.

La norme TLS comprend de nombreux protocoles et algorithmes cryptographiques qui ne sont pas approuvés pour la protection des renseignements PROTÉGÉ A et PROTÉGÉ B. Par ailleurs, certains protocoles et algorithmes cryptographiques qui ne

information. Furthermore, some cryptographic protocols and algorithms not listed in the TLS standard are approved. Table 1 in the *Recommendation* section explicitly specifies which cryptographic primitives CSEC approves for the safeguard of Protected A and B information.

### Overview of the Transport Layer Security

An entity using TLS has a cipher suite which is a list of key establishment protocols, encryption algorithms, digital signatures, and hash functions available for use as well as the cryptographic parameters such as key size.

TLS secures the transport layer in two phases: the TLS handshake and the TLS record protocol. All cryptographic configurations are done in the handshake phase.

In the handshake phase, the client contacts the server with a list of supported ciphers and a random value. The server responds by choosing a cipher from the cipher suite as well as sending a random value and a certificate. The client authenticates the server through the certificate and either accepts the proposed cipher and cryptographic parameters or repeats the negotiation step until both parties are in agreement. The client encrypts a premaster secret and sends it to the server. Both parties can then compute shared common keys from the premaster secret and the exchanged random values. Finally both client and server compute a Message Authentication Code (MAC) of all handshake messages to ensure that no tampering of messages has occurred.

An extra pass can optionally be added to the handshake phase where the client sends a certificate to the server. This allows for client authentication.

figurent pas dans la norme TLS sont approuvés. Le tableau 1 de la section *Recommandations* précise les primitives cryptographiques approuvées par le CSTC pour la protection des renseignements PROTÉGÉ A et PROTÉGÉ B.

### Aperçu de la sécurité de la couche transport (TLS)

Une entité utilisant le protocole TLS a une suite de chiffres qui consiste en une liste de protocoles d'établissement de clés, d'algorithmes de chiffrement, de signatures numériques et de fonctions de hachage prêts à utiliser, de même qu'en paramètres cryptographiques, telle la taille des clés.

Le protocole TLS sécurise la couche transport en deux phases : la phase d'établissement de liaison ou poignée de main TLS (*TLS handshake*) et la phase de protocole d'enregistrement TLS (*TLS record protocol*). Toutes les configurations cryptographiques sont effectuées au moment de l'établissement de liaison.

Dans la phase d'établissement de liaison, le client communique avec le serveur et lui fournit une liste de chiffres pris en charge et une valeur aléatoire. Le serveur répond en choisissant un chiffre de la suite, et en envoyant une valeur aléatoire et un certificat. Le client authentifie le serveur au moyen du certificat et accepte le chiffre et les paramètres cryptographiques proposés ou répète l'étape de négociation jusqu'à ce que les deux parties s'entendent. Le client chiffre un secret initial et l'envoie au serveur. Les deux parties peuvent ensuite calculer les clés communes partagées à partir du secret initial et des valeurs aléatoires échangées. Enfin, le client et le serveur calculent un code d'authentification de message (MAC pour *Message Authentication Code*) de tous les messages d'établissement de liaison afin d'assurer qu'aucune altération des messages ne se produise.

Un autre passage machine peut être ajouté à la phase

The TLS standard does not mandate that the strongest available ciphers from the cipher suite or the strongest cryptographic parameters be used.

The TLS record protocol phase breaks the message to be transmitted into fragments, optionally compresses the data, applies a MAC to the data to ensure that the data is not tampered with, encrypts the data, and then transmits the data to the recipient. The recipient then decrypts the data, verifies the MAC, optionally decompresses, and reassembles the fragments to obtain the message.

### Recommendation

Departments are strongly advised to adhere to the following CSEC security baselines when using TLS to protect Protected A and B information.

CSEC does not approve the use of the SSL 3.0 protocol. Any TLS client that supports SSL 3.0 shall disable its use. While TLS 1.0 is approved by CSEC, the use of TLS 1.1 or higher is preferred. TLS 1.2 is currently in draft form and is going through the IETF standardization process.

Only TLS clients that contain cryptographic modules that have been validated to Federal Information Processing Standard (FIPS) 140-2 under the Cryptographic Module Validation Program (CMVP) shall be used. If the TLS client also contains cryptographic algorithm implementations that are not validated under the Cryptographic Algorithm Validation Program (CAVP), the client shall be configured so that those implementations are not used.

TLS clients being used for the protection of Protected A and B information shall

d'établissement de liaison où le client envoie un certificat au serveur. Cela permet alors d'authentifier le client.

La norme TLS n'exige pas l'utilisation du chiffre le plus robuste de la suite ni des paramètres cryptographiques les plus robustes.

La phase du protocole d'enregistrement TLS divise le message à transmettre en fragments, comprime les données (en option), applique un MAC aux données afin de s'assurer qu'elles ne sont pas altérées, les chiffre, puis les transmet au destinataire. Le destinataire déchiffre ensuite les données, vérifie le MAC, décomprime les fragments (en option) et les rassemble pour reconstituer le message.

### Recommandation

Le CSTC recommande fortement aux ministères de prendre les mesures de base suivantes en matière de sécurité au moment d'utiliser le protocole TLS pour protéger les renseignements PROTÉGÉ A et PROTÉGÉ B.

Le CSTC n'approuve pas l'utilisation du protocole SSL 3.0. Tout client TLS qui prend en charge ce protocole doit le désactiver. Quoique le CSTC approuve l'utilisation du protocole TLS 1.0, il recommande la version 1.1 ou une version supérieure. Le protocole TLS 1.2 a été soumis au processus de normalisation de l'IETF et n'est disponible à l'heure actuelle qu'à l'état d'ébauche.

Seuls les clients TLS qui contiennent des modules cryptographiques validés au niveau de la Federal Information Processing Standard (FIPS) 140-2 en vertu du Programme de validation des modules cryptographiques (PVMC) doivent être utilisés. Si le client TLS contient également des mises en oeuvre cryptographiques qui n'ont pas été validées en vertu du Cryptographic Algorithm Validation Program (CAVP), il faudra le configurer de sorte qu'il n'utilise pas ces mises en oeuvre.

authenticate both the client and the server.

A TLS session shall not last longer than 24 hours. After 24 hours, the session shall be terminated and a new key exchange shall be initiated to open a new session.

Table 1 lists the approved cryptographic primitives that shall be used for the protection of Protected A and B information. Table 1 is to be used in conjunction with ITSA-11d, which states that SKIPJACK, KEA, and 80-bit CAST5 shall be discontinued by the end of 2010 for the protection of Protected A and Protected B information.

When using Diffie-Hellman or Elliptic Curve Diffie-Hellman for key exchange, only the ephemeral Diffie-Hellman key exchange shall be used. Fixed Diffie-Hellman and anonymous Diffie-Hellman shall not be employed. Furthermore, it should be noted that Menezes-Qu-Vanstone (MQV) is a patented protocol.

Approved elliptic curve parameters are specified in ITSA-11d. Recommended curves can be found in Appendix 6 of FIPS 186-2.

Integrity protection algorithms through a Hash-based Message Authentication Code (HMAC) or Cipher-based Message Authentication Code (CMAC) are specified in ITSA-11d.

Approved modes of operations for block ciphers as well as padding schemes for key establishment and digital signatures, and key sizes are specified in ITSA-11d.

The use of random bit generators evaluated by the CMVP is strongly recommended. Approved random bit generators are specified in ITSA-11d.

The TLS standard incorporates the following

Les clients TLS utilisés pour la protection de renseignements PROTÉGÉ A et PROTÉGÉ B doivent authentifier le client et le serveur.

Une session TLS ne doit pas durer plus de 24 heures. Après 24 heures, la session doit être interrompue et un nouvel échange de clés doit être lancé pour ouvrir une nouvelle session.

Le tableau 1 comprend la liste des primitives cryptographiques approuvées qui doivent être utilisées pour la protection des renseignements PROTÉGÉ A et PROTÉGÉ B. Le tableau 1 doit être consulté conjointement avec l'ITSA-11d, qui énonce que SKIPJACK, KEA, et CAST5 (80 bits) doivent être discontinués d'ici la fin de 2010 relativement à la protection des renseignements PROTÉGÉ A et PROTÉGÉ B.

Lorsque le protocole Diffie-Hellman ou Diffie-Hellman à courbe elliptique est utilisé pour l'échange de clés, seul l'échange de clés Diffie-Hellman éphémère doit être utilisé. Les protocoles Diffie-Hellman fixes et anonymes ne doivent pas l'être. De plus, il est à noter que le protocole Menezes-Qu-Vanstone (MQV) est breveté.

Les paramètres de courbe elliptique approuvés sont précisés dans l'ITSA-11d. Les courbes recommandées sont données à l'appendice 6 de la FIPS 186-2.

Les algorithmes de protection de l'intégrité par MAC à base de fonction de hachage (HMAC) ou de MAC à base de fonction de chiffrement (CMAC) sont précisés dans l'ITSA-11d.

Les modes d'exploitation approuvés pour les algorithmes de chiffrement par bloc et les protocoles de remplissage pour l'établissement des clés et les signatures numériques, de même que les tailles des clés, sont précisés dans l'ITSA-11d.

L'utilisation de générateurs de bits aléatoires évalués par le PVMC est fortement recommandée. Les

cryptographic primitives in the cipher suite which **shall not** be used for the protection of Protected A and B information: Kerberos, RC2, RC4, IDEA, DES, Camellia, MD2, MD4, and MD5. CSEC recommends that any TLS client that supports these protocols and algorithms be disabled.

The NULL parameter **shall not** be used for any cryptographic primitive.

générateurs de bits aléatoires approuvés sont précisés dans l'ITSA-11d.

La norme TLS incorpore les primitives cryptographiques suivantes dans la suite de chiffres qui **ne doivent pas** être utilisées pour la protection des renseignements PROTÉGÉ A et PROTÉGÉ B : Kerberos, RC2, RC4, IDEA, DES, Camellia, MD2, MD4 et MD5. Le CSTC recommande de désactiver tout client TLS qui peut prendre en charge ces algorithmes et protocoles.

Le paramètre NULL **ne** doit être utilisé pour **aucune** primitive cryptographique.

**Table 1 : Approved Cryptographic Primitives for TLS/  
Tableau 1 : Primitives cryptographiques approuvées pour le protocole TLS**

Key Establishment/ Établissement de clés	Block Ciphers/ Chiffrement par bloc	Hash Functions/ Fonctions de hachage	Digital Signatures/ Signatures numériques	Random Bit Generation/ Génération de bits aléatoires	Integrity Protection/ Protection de l'intégrité
RSA	AES	SHA-1	DSA	Hash_DRBG	HMAC
Diffie-Hellman	Triple DES	SHA-224	RSA	HMAC_DRBG	CMAC
Key Exchange Algorithm (KEA)	CAST5	SHA-256	Elliptic Curve	CTR_DRBG	
Elliptic Curve Diffie-Hellman	SKIPJACK	SHA-384	DSA	Dual_EC_DRBG	
Elliptic Curve MQV		SHA-512		Legacy DRBGs based on DES, Triple DES, AES, SHA-1, and HMAC / Anciens générateurs de bits aléatoires déterministes fondés sur DES, Triple DES, AES, SHA-1, et HMAC.	

## References

There are numerous standards and NIST Special Publications which define the cryptographic primitives used in this Bulletin as well as documents to provide guidance on security parameters.

## Références

Il existe de nombreuses normes et publications spéciales du NIST qui définissent officiellement les primitives cryptographiques utilisées dans le présent bulletin, de même que des documents offrant des conseils sur les paramètres de sécurité.

If there are any discrepancies between this guidance and the following references, then the guidance for security parameters in this Bulletin and in ITSA-11d shall be followed.

### **IT Security Alert 11d**

▶ **CSEC Approved Cryptographic Algorithms for the Protection of Protected Information and for Electronic Authentication and Authorization Applications within the Government of Canada (ITSA-11d)**

The ITSA-11d provides guidance on approved protocols and algorithms for encryption, key establishment, digital signatures, hashing, data integrity, and padding schemes.

<http://www.cse-cst.gc.ca/documents/publications/gov-pubs/itsa/itsa11d-e.pdf>

### **Transport Layer Security (TLS)**

▶ **IETF RFC 4346**

Version 1.1 of the TLS protocol.

<http://www.ietf.org/rfc/rfc4346.txt>

▶ **IETF RFC 2246**

Version 1.0 of the TLS protocol.

<http://www.ietf.org/rfc/rfc2246.txt>

▶ **NIST Special Publication 800-52**

This publication provides guidelines and recommendations on security parameters for TLS.

<http://csrc.nist.gov/publications/nistpubs/800-52/SP800-52.pdf>

### **Elliptic Curves**

▶ **FIPS 186-2, FIPS 186-3**

Appendix 6 of the Digital Signature Standard gives the parameters for approved

En cas de divergence entre ces conseils et les références qui suivent, il faudra suivre les conseils liés aux paramètres de sécurité donnés dans le présent bulletin et dans l'ITSA-11d.

### **Alerte de sécurité TI 11d**

▶ **Algorithmes cryptographiques approuvés par le CSTC pour la protection des renseignements désignés PROTÉGÉ et pour les applications d'authentification et d'autorisation électroniques au sein du gouvernement du Canada (ITSA-11d)**

L'ITSA-11d fournit une orientation sur les protocoles et algorithmes approuvés pour le chiffrement, l'établissement des clés, les signatures numériques, le hachage, l'intégrité des données et les protocoles de remplissage.

<http://www.cse-cst.gc.ca/documents/publications/gov-pubs/itsa/itsa11d-f.pdf>

### **Protocole TLS**

▶ **IETF RFC 4346**

Version 1.1 du protocole TLS.

<http://www.ietf.org/rfc/rfc4346.txt>

▶ **IETF RFC 2246**

Version 1.0 du protocole TLS.

<http://www.ietf.org/rfc/rfc2246.txt>

▶ **Publication spéciale 800-52 du NIST**

Cette publication spéciale fournit les directives et recommandations sur les paramètres de sécurité pour le protocole TLS.

<http://csrc.nist.gov/publications/nistpubs/800-52/SP800-52.pdf>

### **Courbes elliptiques**

▶ **FIPS 186-2, FIPS 186-3**

L'appendice 6 de la norme *Digital Signature Standard* donne les paramètres pour les courbes

elliptic curves as well as provides guidance on implementing elliptic curve cryptography. Note that FIPS 186-3 is currently a draft.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

[http://csrc.nist.gov/publications/drafts/fips\\_186-3/Draft-FIPS-186-3%20\\_March2006.pdf](http://csrc.nist.gov/publications/drafts/fips_186-3/Draft-FIPS-186-3%20_March2006.pdf)

elliptiques approuvées de même que des conseils sur la mise en oeuvre de la cryptographie à courbe elliptique. Il est à noter que la FIPS 186-3 est à l'état d'ébauche.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

[http://csrc.nist.gov/publications/drafts/fips\\_186-3/Draft-FIPS-186-3%20\\_March2006.pdf](http://csrc.nist.gov/publications/drafts/fips_186-3/Draft-FIPS-186-3%20_March2006.pdf)

## Key Management

### ▶ NIST Special Publication 800-57

This three part publication provides guidance on key management.

[http://csrc.nist.gov/publications/nistpubs/800-57/sp800-57-Part1-revised2\\_Mar08-2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-57/sp800-57-Part1-revised2_Mar08-2007.pdf)

<http://csrc.nist.gov/publications/nistpubs/800-57/SP800-57-Part2.pdf>

### ▶ NIST Special Publication 800-56A

This publication specifies the Diffie-Hellman and MQV key exchange protocols using discrete logarithms.

[http://csrc.nist.gov/publications/nistpubs/800-56A/SP800-56A\\_Revision1\\_Mar08-2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-56A/SP800-56A_Revision1_Mar08-2007.pdf)

### ▶ ANS X9.44

This standard specifies the RSA key exchange algorithm using integer factorization.

### ▶ SKIPJACK and KEA Algorithm Specifications Version 2.0

This document is the specification for the Key Exchange Algorithm (KEA).

<http://csrc.nist.gov/encryption/skipjack/skipjack.pdf>

## Gestion des clés

### ▶ Publication spéciale 800-57 du NIST

Cette publication spéciale à trois parties fournit des conseils sur la gestion des clés.

[http://csrc.nist.gov/publications/nistpubs/800-57/sp800-57-Part1-revised2\\_Mar08-2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-57/sp800-57-Part1-revised2_Mar08-2007.pdf)

<http://csrc.nist.gov/publications/nistpubs/800-57/SP800-57-Part2.pdf>

### ▶ Publication spéciale 800-56A du NIST

Cette publication spéciale précise les protocoles d'échange de clés Diffie-Hellman et MQV utilisant des algorithmes discrets.

[http://csrc.nist.gov/publications/nistpubs/800-56A/SP800-56A\\_Revision1\\_Mar08-2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-56A/SP800-56A_Revision1_Mar08-2007.pdf)

### ▶ ANS X9.44

Cette norme précise l'algorithme d'échange de clés RSA utilisant la factorisation des nombres entiers.

### ▶ Spécifications des algorithmes SKIPJACK et KEA, Version 2.0

Ce document constitue la spécification pour l'algorithme d'échange de clés (KEA pour *Key Exchange Algorithm*).

<http://csrc.nist.gov/encryption/skipjack/skipjack.pdf>

## Hashing

### ▶ FIPS 180-3

The Secure Hash Signature Standard specifies the five approved hashing algorithms: SHA-1, SHA-224, SHA-256, SHA-384, and SHA-512.

[http://csrc.nist.gov/publications/fips/fips180-3/fips180-3\\_final.pdf](http://csrc.nist.gov/publications/fips/fips180-3/fips180-3_final.pdf)

## Digital Signatures

### ▶ FIPS 186-2, FIPS 186-3

The Digital Signature Standard provides guidance on generating digital signatures. The standard includes the Digital Signature Algorithm, the RSA digital signature algorithm, and the Elliptic Curve Digital Signature Algorithm. These FIPS standards are used in conjunction with ANS X9.31 for RSA digital signatures and ANS X9.62 for elliptic curve digital signatures. Note that FIPS 186-3 is currently a draft.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

[http://csrc.nist.gov/publications/drafts/fips\\_186-3/Draft-FIPS-186-3%20\\_March2006.pdf](http://csrc.nist.gov/publications/drafts/fips_186-3/Draft-FIPS-186-3%20_March2006.pdf)

### ▶ ANS X9.31

This standard specifies the RSA digital signature algorithm and padding scheme.

### ▶ ANS X9.62

This standard specifies the Elliptic Curve Digital Signature Algorithm (ECDSA).

## Block Ciphers

### ▶ ANS X9.52

This standard specifies the requirements for Triple DES.

### ▶ FIPS 197

## Hachage

### ▶ FIPS 180-3

La norme de signature de hachage sécurisé précise les cinq algorithmes de hachage approuvés : SHA-1, SHA-224, SHA-256, SHA-384 et SHA-512.

[http://csrc.nist.gov/publications/fips/fips180-3/fips180-3\\_final.pdf](http://csrc.nist.gov/publications/fips/fips180-3/fips180-3_final.pdf)

## Signatures numériques

### ▶ FIPS 186-2, FIPS 186-3

La norme sur la signature numérique fournit une orientation sur la génération de signatures numériques. La norme comprend l'algorithme de signature numérique (DSA pour *Digital Signature Algorithm*), l'algorithme de signature numérique RSA et l'algorithme de signature numérique à courbe elliptique. Ces normes FIPS sont utilisées conjointement avec la norme ANS X9.31 pour les signatures numériques RSA et la norme ANS X9.62 pour les signatures numériques à courbe elliptique. Il est à noter que la FIPS 186-3 est à l'état d'ébauche.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

[http://csrc.nist.gov/publications/drafts/fips\\_186-3/Draft-FIPS-186-3%20\\_March2006.pdf](http://csrc.nist.gov/publications/drafts/fips_186-3/Draft-FIPS-186-3%20_March2006.pdf)

### ▶ ANS X9.31

Cette norme précise le protocole de remplissage et l'algorithme de la signature numérique RSA.

### ▶ ANS X9.62

Cette norme précise l'algorithme de signature numérique à courbe elliptique (ECDSA pour *Elliptic Curve Digital Signature Algorithm*).

## Chiffrement par bloc

### ▶ ANS X9.52

Cette norme précise les exigences liées au Triple

The Advanced Encryption Standard (AES) is an approved block cipher with 128, 192 or 256 bits of security.

<http://csrc.nist.gov/publications/fips/fips197/fips-197.pdf>

► **SKIPJACK and KEA Algorithm Specifications Version 2.0**

This document is the specification for the SKIPJACK encryption algorithm.

<http://csrc.nist.gov/encryption/skipjack/skipjack.pdf>

► **IETF RFC 2144**

This standard specifies the CAST5 (also called CAST-128) encryption algorithm.

<http://tools.ietf.org/html/rfc2144>

### Random Bit Generation

The following reference contains the newest and preferred methods to generate random bits.

► **NIST Special Publication 800-90**

This publication specifies how to generate random bits by using deterministic methods based on hash functions, block ciphers, or number theoretic problems.

[http://csrc.nist.gov/publications/nistpubs/800-90/SP800-90revised\\_March2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-90/SP800-90revised_March2007.pdf)

The following four references contain the legacy deterministic random bit generators (DRBG) which are currently approved.

► **NIST-Recommended Random Number Generator Based on ANSI X9.31 Appendix A.2.4 Using the 3-Key Triple DES and AES Algorithms**

This document specifies how to use 3-key Triple DES and AES instead of DES based on ANS X9.31.

<http://csrc.nist.gov/groups/STM/cavp/docum>

DES.

► **FIPS 197**

La norme AES (*Advanced Encryption Standard*) est un chiffrement par bloc approuvé avec 128, 192 ou 256 bits de sécurité.

<http://csrc.nist.gov/publications/fips/fips197/fips-197.pdf>

► **Spécification des algorithmes SKIPJACK et KEA, Version 2.0**

Ce document constitue la spécification pour l'algorithme de chiffrement SKIPJACK.

<http://csrc.nist.gov/encryption/skipjack/skipjack.pdf>

► **IETF RFC 2144**

Cette norme précise l'algorithme de chiffrement CAST5 (aussi nommée CAST-128).

<http://tools.ietf.org/html/rfc2144>

### Génération de bits aléatoires

La référence suivante traite des nouvelles méthodes préférées pour générer des bits aléatoires.

► **Publication spéciale 800-90 du NIST**

Cette publication spéciale précise comment générer des bits aléatoires à l'aide de méthodes déterministes fondées sur des fonctions de hachage, le chiffrement par blocs ou des problèmes théoriques liés aux nombres.

[http://csrc.nist.gov/publications/nistpubs/800-90/SP800-90revised\\_March2007.pdf](http://csrc.nist.gov/publications/nistpubs/800-90/SP800-90revised_March2007.pdf)

Les quatre références suivantes traitent des anciens générateurs de bits aléatoires déterministes, actuellement approuvés.

► **Générateur de nombres aléatoires recommandé par le NIST selon l'ANSI X9.31, appendice A.2.4, au moyen des algorithmes AES et Triple DES à 3 clés**

[ents/rng/931rngext.pdf](#)

▶ **FIPS 186-2**

Appendix 3 of the Digital Signature Standard specifies how to generate random bits by using SHA-1 and DES.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

▶ **ANS X9.31**

Appendix A.2.4 specifies how to generate random bits using DES.

▶ **ANS X9.62**

Annex D specifies how to generate random bits by using HMAC.

### Padding Schemes

▶ **RSA PKCS #1 v2.1**

This standard contains padding schemes for key establishment and digital signatures.

<http://www.rsa.com/rsalabs/node.asp?id=2125>

### Cryptographic Validation Programs

▶ **Cryptographic Module Validation Program (CMVP)**

The CMVP validates commercial cryptographic modules as meeting the requirements of FIPS 140-2. The goal of the CMVP is to promote the use of validated cryptographic modules and provide Federal agencies with a security metric to use in procuring equipment containing validated cryptographic modules.

In the CMVP, vendors of commercial cryptographic modules use independent and accredited laboratories to have their modules tested.

<http://www.cse-cst.gc.ca/services/industrial->

Ce document explique comment utiliser les algorithmes AES et Triple DES à 3 clés au lieu du DES, selon l'ANS X9.31.

<http://csrc.nist.gov/groups/STM/cavp/documents/rng/931rngext.pdf>

▶ **FIPS 186-2**

L'appendice 3 de la norme de signature numérique précise comment générer des bits aléatoires à l'aide de SHA-1 et de DES.

<http://csrc.nist.gov/publications/fips/fips186-2/fips186-2-change1.pdf>

▶ **ANS X9.31**

L'appendice A.2.4 précise comment générer des bits aléatoires à l'aide de DES.

▶ **ANS X9.62**

L'annexe D précise comment générer des bits aléatoires à l'aide de HMAC.

### Protocoles de remplissage

▶ **RSA PKCS #1 v2.1**

Cette norme contient les protocoles de remplissage pour l'établissement des clés et les signatures numériques.

<http://www.rsa.com/rsalabs/node.asp?id=2125>

### Programmes de validation cryptographique

▶ **Programme de validation des modules cryptographiques (PVMC)**

Le PVMC valide les modules cryptographiques commerciaux qui satisfont aux exigences de la norme FIPS 140-2. L'objectif du PVMC est de promouvoir l'utilisation de modules cryptographiques validés et offre aux organismes fédéraux les paramètres de sécurité à utiliser lors de l'acquisition d'appareils contenant des modules cryptographiques validés.

Dans le cadre du PVMC, les fournisseurs de

[services/cm-v-program-e.html](http://services/cm-v-program-e.html)

► **Cryptographic Algorithm Validation Program (CAVP)**

The CAVP validates commercial cryptographic algorithm implementations as meeting the requirements of its specified standard or NIST special publication.

In the CAVP, vendors of commercial cryptographic algorithm implementations use independent and accredited laboratories to have their modules tested.

<http://csrc.nist.gov/groups/STM/cavp/index.html>

► **FIPS 140-2**

This standard specifies the security requirements for cryptographic modules.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

modules cryptographiques commerciaux font appel à des laboratoires indépendants et accrédités pour faire tester leurs modules.

<http://www.cse-cst.gc.ca/services/industrial-services/cm-v-program-f.html>

► **Cryptographic Algorithm Validation Program (CAVP)**

Le CAVP valide les mises en oeuvre d'algorithmes cryptographiques commerciaux qui satisfont aux exigences des normes précisées ou des publications spéciale du NIST.

Dans le cadre du CAVP, les fournisseurs de mises en oeuvre d'algorithmes cryptographiques commerciaux font appel à des laboratoires indépendants et accrédités pour faire tester leurs modules.

<http://csrc.nist.gov/groups/STM/cavp/index.html>

► **FIPS 140-2**

Cette norme énonce les exigences de sécurité pour les modules cryptographiques.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

## Contacts and Assistance

Head, IT Security Client Services  
Communications Security Establishment  
Canada  
PO Box 9703, Terminal  
Ottawa, ON K1G 3Z4

Telephone: (613) 991-8495  
e-mail : [client.services@cse-cst.gc.ca](mailto:client.services@cse-cst.gc.ca)

## Aide et renseignements

Chef, Services à la clientèle de la Sécurité des TI  
Centre de la sécurité des télécommunications Canada  
C.P. 9703, Terminus  
Ottawa (Ontario) K1G 3Z4

Téléphone : (613) 991-8495  
Courriel : [client.services@cse-cst.gc.ca](mailto:client.services@cse-cst.gc.ca)

La directrice de la Gestion de la mission de la Sécurité des TI,



Gwen Beauchemin  
Director, IT Security Mission Management

## Annex B

### Pricing Tables

**Table A – Development Milestones**

A	B	C	D
Item	Milestone Description (delivered and approved)	SOW reference(s)	Firm Lot Price [To be inserted from successful bidder's proposal]
1.	Development and acceptance of the Branding Approach	4.01 4.02	Firm lot price of: \$_____
2.	Development and acceptance of the Website	5.01	Firm lot price of: \$_____
3.	Development and acceptance of the Promotion and Participation Strategy	6.01	Firm lot price of: \$_____
4.	Development and acceptance of all final Promotional Materials	6.02	Firm lot price of: \$_____
5.	Development and acceptance of the Media Campaign	7.01	Firm lot price of: \$_____
6.	Development and acceptance of all final Pedagogical Resources	8.01	Firm lot price of: \$_____
7.	Development and acceptance of all final Educator Training Materials	9.01	Firm lot price of: \$_____
8.	Development and acceptance of the Launch Event Plan	11.01	Firm lot price of: \$_____
9.	Development and acceptance of the Final Program Output Report	14.01	Firm lot price of: \$_____
10.	Assisting with Development of Independent Evaluation	13.03	Firm lot price of: \$_____

**Table B – Implementation Milestones**

A	B	C	D	E
Item	Milestone Description (delivered and approved)	SOW reference(s)	Spring Readiness Firm Lot Price (March 1 to June 14, 2015) [To be inserted from successful bidder's proposal]	Fall Readiness Top-up Price (October 19, 2015) *If Applicable [To be inserted from successful bidder's proposal]
1.	Implementation and maintenance of the Website	5.02 5.03	Firm lot price of: \$ _____	Top-up price of: \$ _____
2.	Implementation of the Promotion and Participation Strategy	6.03	Firm lot price of: \$ _____	Top-up price of: \$ _____
3.	Implementation of the Media Campaign and Media Relations	7.02 7.03	Firm lot price of: \$ _____	Top-up price of: \$ _____
4.	Implementation of the Launch Event Plan and delivery of the Launch Event	11.02	Firm lot price of: \$ _____	Top-up price of: \$ _____
5.	Administration of the SPE	12.01 12.02 12.03	Firm lot price of: \$ _____	Top-up price of: \$ _____

**Table C – Production and Distribution Milestones**

A	B	C	D
Item	Milestone Description (delivered and approved)	SOW reference(s)	Firm Unit Price [To be inserted from successful bidder's proposal]
1.	Production and Distribution of the Pedagogical Resources	8.02 8.03 (excluding the shipping costs associated with 8.03.02 and 8.03.03)	\$ _____ per participating Educator
2.	Production and Distribution of the Educator Training Materials	9.02 9.03 (excluding the shipping costs associated with 9.03.02 and 9.03.03)	\$ _____ per participating Educator
3.	Request for, distribution of and tracking of all Election Material	10.01 (excluding the shipping costs associated with 10.01.05 and 10.01.06)	\$ _____ per participating Educator
4.	Production and Distribution of the SPE Ballots	10.02 (excluding the shipping costs associated with 10.02.03 and 10.02.04)	\$ _____ per SPE Ballot

**Table D – Additional Tasks**

A		B	C
Item	Task Description	SOW reference(s)	Firm Hourly Rate [To be inserted from successful bidder's proposal]
1.	Development, implementation and reporting of Program Outcome Strategy	15.01 15.02	\$_____
2.	Services Related to Other Electoral Events – Adapting/Updating Materials for the Program	16.01	For Other Electoral Event that occurs any time before January 1, 2018 \$_____
3.	Services Related to Other Electoral Events – Implementing the Program	16.02	For Other Electoral Event that occurs any time before January 1, 2018 \$_____

## Annex B.1

### Performance Incentive Table

A	B	C
Description	SOW reference(s)	Performance incentive
2011 Student Participation Rate identified as a Program Target in Section 3.01.01(b) is exceeded and the other Program Targets set out in Sections 3.01.01(a), 3.01.01(c) and 3.01.01(d) are met	1.01 3.01.01(a) 3.01.01(b) 3.01.01(c) 3.01.01(d)	0.5% of the Performance Incentive Contract Value, will be paid for each 1% of Students that participate in the Program, beyond the 2011 Student Participation Rate, up to a maximum of 20% of the Performance Incentive Contract Value

For example, assuming the Program Targets set out in Sections 3.01.01(a), 3.01.01(c) and 3.01.01(d) are met, if 750,000 Students participate in the Program, this would represent an increase of 33.09% over the 2011 Student Participation Rate (563,498) and result in a performance incentive payment of 16.55% of the Performance Incentive Contract Value.

**Annex C**  
**General Conditions**  
***Mixed Goods and Services***

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

- “Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s bid or any other document;
- “Canada” means Her Majesty the Queen in right of Canada;
- “Contract” means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- “Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Elections Canada’s representative to manage the Contract;
- “Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Elections Canada;
- “Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of applicable sales tax;
- “Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.
- “EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Elections Canada under the Contract;
- “Elections Canada” means the Chief Electoral Officer and any other person duly

authorized to act on his behalf;

“Party” means Elections Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

“Specifications” means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### **Section 1.02 Powers of Elections Canada**

All rights, remedies, powers and discretions granted or acquired by Elections Canada under the Contract or by law are cumulative, not exclusive.

### **Section 1.03 Status of the Contractor**

The Contractor is an independent contractor engaged by Elections Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Elections Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Elections Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Elections Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### **Section 1.04 Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be unenforceable, that provision is to be either adjusted the minimum necessary to make it enforceable (if permitted by law) or stricken (if not). If adjusting or striking the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement is to be held unenforceable. After an unenforceable provision is adjusted or stricken in accordance with this Section 1.04, the rest of the Contract is to remain in effect as written and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

### **Section 1.05 Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## **Article 2 Conduct of the Work**

## **Section 2.01 Representation and Warranties**

2.01.01 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2.01.02 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for EC Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
- (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.

2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 19 (Suspension of Work), the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.

2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **Article 3 Work**

### **Section 3.01 Specification**

3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the

Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.

- 3.01.02 If the Contract provides that Specifications furnished by the Contractor must be approved by Elections Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

### **Section 3.02 Condition of Material**

- 3.02.01 Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

### **Section 3.03 Replacement of Specific Individuals**

- 3.03.01 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.03.02 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Elections Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Elections Canada or Canada, if applicable.
- 3.03.03 Upon receiving the notice of replacement of a specific individual, if the Contracting Authority determines that the replacement is acceptable to Elections Canada, the Contracting Authority shall send a written notice to the Contractor confirming its acceptance of the replacement.
- 3.03.04 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 3.03.02. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **Section 3.04 Inspection and Acceptance of the Work**

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and

acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

- 3.04.02 The Contractor must provide representatives of Elections Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Elections Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Elections Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Elections Canada specifies.
- 3.04.03 The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Elections Canada. The Contractor must keep accurate and complete inspection records that must be made available to Elections Canada on request. Representatives of Elections Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

### **Section 3.05 Time of the Essence**

It is essential that the Work be delivered within or at the time stated in the Contract.

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

- 4.01.01 Except as provided in Subsection 4.01.02, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 4.01.02 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
- (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any services that form part of the Work if it is customary in the carrying out of similar contracts; and
  - (c) with respect to goods or part thereof to be delivered as part of the work, subcontract any part or parts of the Work to one or more subcontracts up to a total value of 40 percent of the Contract Price; and;

- (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

#### **Section 4.02 Subcontractor to be bound by Contract**

- 4.02.01 In any subcontract other than a subcontract referred to in Paragraph 4.01.02(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Elections Canada than the conditions of the Contract.
- 4.02.02 Even if Elections Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Elections Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

### **Article 5 Harassment in the Workplace**

#### **Section 5.01 No tolerance**

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Elections Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken, which action may be termination of the Contract by reason of default by the Contractor.

### **Article 6 Payment**

#### **Section 6.01 Invoice Submission**

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
  - (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);
  - (b) details of expenditures in accordance with the basis of payment provision in the

Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

(c) deduction for holdback, if applicable;

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

6.01.03 Applicable sales tax must be specified on all invoices as a separate item together with the corresponding registration number issued by the appropriate tax authority. All items that are zero-rated, exempt or to which no sales tax applies, must be identified as such on all invoices.

6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **Section 6.02 Payment Period**

6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 days. The payment period will commence the date the invoice, in acceptable form and content, is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with Section 6.04.

6.02.02 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Elections Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or replacement invoice or the Work being corrected. Failure by Elections Canada to notify the Contractor within 15 days will only result in the date specified in Subsection 6.02.01 to apply for the sole purpose of calculating interest on overdue accounts.

### **Section 6.03 Withholding of Payment**

6.03.01 Where a delay referred to in Article 18 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 18.01. Section 6.04 shall not apply to any amount withheld under this Subsection.

### **Section 6.04 Interest on Overdue Accounts**

6.04.01 For the purpose of this Section:

“Average Rate” means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

“Bank Rate” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

“date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and

an amount becomes “overdue” when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.

6.04.03 Elections Canada will pay interest in accordance with this Section only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

## **Article 7 Accounts and Audit**

### **Section 7.01 Accounts and Audit**

7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required

facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.

- 7.01.04 The amount claimed under the contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Section from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

### **Section 8.02 Provincial Taxes Exemption**

- 8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

- i. British Columbia PST-1000-5001;
- ii. Manitoba 390-516-0;

(b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.

- 8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

### **Section 8.03 Harmonized Sales Tax**

Elections Canada must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.

#### **Section 8.04 Quebec Sales Tax**

Elections Canada must pay the Quebec Sales Tax in the province of Quebec.

#### **Section 8.05 Provincial Taxes paid by the Contractor**

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

#### **Section 8.06 Changes to Taxes and Duties**

8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.

8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

#### **Section 8.07 Applicable Sales Tax**

The estimated amount of applicable sales tax is included in the total estimated cost on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in the Invoice Submission Section above. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

#### **Section 8.08 Tax Withholding of 15 Percent**

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Elections Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### **Article 9 Transportation Costs and Carriers' Liability**

#### **Section 9.01 Transportation Costs and Carriers' Liability**

9.01.01 If transportation costs are payable by Elections Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be

shown as a separate item on the invoice.

- 9.01.02 In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### **Article 10 Shipment Documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

#### **Article 11 Ownership**

- 11.01.01 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Elections Canada after delivery and acceptance by or on behalf of Elections Canada.
- 11.01.02 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that Work paid for by Elections Canada belongs to Elections Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Elections Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 11.01.03 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Elections Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 11.01.04 Upon transfer of ownership to the Work or any part of the Work to Elections Canada, the Contractor must, if requested by Elections Canada, establish to Elections Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Elections Canada may require.

#### **Article 12 Elections Canada Property**

- 12.01.01 All EC Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Elections Canada. The Contractor must maintain adequate accounting records of all EC Property and, whenever feasible, mark it as being the property of Elections Canada.

- 12.01.02 The Contractor must take reasonable and proper care of all EC Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 12.01.03 All EC Property, unless it is installed or incorporated in the Work, must be returned to Elections Canada on demand. All scrap and all waste materials, articles or things that are EC Property must, unless provided otherwise in the Contract, remain the property of Elections Canada and must be disposed of only as directed by Elections Canada.
- 12.01.04 At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Elections Canada an inventory of all EC Property relating to the Contract.

### **Article 13 Warranty**

- 13.01.01 Despite inspection and acceptance of the Work by or on behalf of Elections Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to EC Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- 13.01.02 In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Elections Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 13.01.03 The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Elections Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 13.01.04 Elections Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to Subsection 13.01.03. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Elections Canada.

- 13.01.05 The Contractor must remedy all data and reports pertaining to any correction or replacement under this Section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Elections Canada.
- 13.01.06 If the Contractor fails to fulfill any obligation described in this Section within a reasonable time of receiving a notice, Elections Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Elections Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 13.01.07 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to Subsection 13.01.02, for the greater of:
- (a) the warranty period remaining, including the extension, or
  - (b) ninety days or such other period as may be specified for that purpose by agreement between the Parties.

#### **Article 14 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors or agents to Elections Canada or any third party. Elections Canada is liable for any damage caused by Elections Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement or specifically provided for in supplemental general conditions, which form part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **Article 15 Confidentiality**

- 15.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the "EC Information"). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.

- 15.01.02 The Contractor agrees to use the EC Information only for the purpose of the Contract. The Contractor acknowledges that all EC Information remains the property of Elections Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Elections Canada all such EC Information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Elections Canada may require.
- 15.01.03 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Elections Canada under the Contract to release or disclose, Elections Canada must not release or disclose outside the Government of Canada any information delivered to Elections Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 15.01.04 The obligations of the Parties set out in this Article do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
- 15.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted Government uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 15.01.06 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 15.01.07 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

## **Section 15.02 An Oath of Secrecy**

The Parties hereby agree to sign any document that is necessary for the execution of this Contract, including but not limited to, an oath of secrecy pertaining to information contained in the Register of Electors, lists of electors and/or any record placed under the responsibility and/or owned by Elections Canada.

## **Article 16 Copyright**

### **Section 16.01 Copyright**

- 16.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.
- 16.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 16.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 16.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

### **Section 16.02 Use and Translation of Documentation**

The Contractor agrees that Elections Canada may translate in the other official language any documentation delivered to Elections Canada by the Contractor that does not belong to Elections Canada under Section 16.01. The Contractor acknowledges that Elections Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Elections Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Elections Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## **Article 17 Intellectual Property Infringement and Royalties**

- 17.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party’s intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

17.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

17.01.03 The Contractor has no obligation regarding claims that were only made because:

- (a) Elections Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

“[Supplier name] acknowledges that the purchased items will be used by the Elections Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Elections Canada, will defend both [Contractor name] and Elections Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement.”

Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Elections Canada for the claim.

17.01.04 If anyone claims that, as a result of the Work, the Contractor or Elections Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Elections Canada to continue to use the

allegedly infringing part of the Work; or

- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Elections Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Elections Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Elections Canada for all the costs it incurs to do so.

### **Article 18 Excusable Delay**

18.01.01 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that

- (a) is beyond the reasonable control of the Contractor,
- (b) could not reasonably have been foreseen,
- (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
- (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor
  - i. advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it,
  - ii. provides for approval to the Contracting Authority within 15 working days of Subparagraph i. a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

18.01.02 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

18.01.03 However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

- 18.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 18.01.05 If the Contract is terminated under this Section, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
  - (c) The total amount paid by Elections Canada under the Contract to the date of termination and any amounts payable under this Subsection must not exceed the Contract Price.

### **Article 19 Suspension of the Work**

- 19.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 (Default by the Contractor) or Article 21 (Termination for Convenience).
- 19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 days referred to in Subsection 19.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 19.01.03 When an order is made under Subsection 19.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 19.01.04 When an order made under Subsection 19.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for

performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **Article 20 Default by the Contractor**

- 20.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 20.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 20.01.03 If Elections Canada gives notice under Subsection 20.01.01 or 20.01.02, the Contractor will have no claim for further payment except as provided in this Section. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 20.01.04 Upon termination of the Contract under this Section, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
- 20.01.05 The total amount paid by Elections Canada under the Contract to the date of the

termination and any amount payable under this Subsection must not exceed the Contract Price.

- 20.01.06 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.
- 20.01.07 If the Contract is terminated for default under Subsection 20.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 21.01.01

## **Article 21 Termination for Convenience**

- 21.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:
- (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

Elections Canada may reduce the payment in respect of any part of the Work, if upon inspection; it does not meet the requirements of the Contract.

- 21.01.03 The total of the amounts, to which the Contractor is entitled to be paid under this Section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Elections Canada under this Section except to the extent that this Section expressly provides. The Contractor agrees to

repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **Article 22 Assignment**

- 22.01.01 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 22.01.02 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Elections Canada.

## **Article 23 Right of Set-Off**

Without restricting any right of set-off given by law, Elections Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Elections Canada by the Contractor under the Contract or under any other current contract. Elections Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Elections Canada by the Contractor which, by virtue of the right of set-off, may be retained by Elections Canada.

## **Article 24 Amendments and Waivers**

### **Section 24.01 Amendment**

- 24.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 24.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 24.01.01.

### **Section 24.02 Waiver**

- 24.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 24.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

## **Article 25 Codes**

## **Section 25.01 Conflict of Interest and Values and Ethics Codes for the Public Sector**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

## **Section 25.02 Code of Conduct for Procurement**

The Contractor certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca>) and agrees to be bound by its terms.

### **Article 26 No Bribe or Conflict**

#### **Section 26.01 No Bribe**

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Elections Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

#### **Section 26.02 No Conflict of Interest**

- 26.02.01 The Contractor must not influence, seek to influence or otherwise take part in a decision of Elections Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 26.02.02 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 26.02.03 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

### **Article 27 Contingency Fees**

27.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.

27.01.02 In this Section

(a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

(b) "person" includes any individual who is required to file a return with the registrar pursuant to Section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

### **Article 28 International Sanctions**

28.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

28.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.

28.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 21 (Termination for Convenience).

### **Article 29 Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract or to such other address, from time to time designated in writing. Any notice will be effective on the day it is received at that address. Any notice to Elections Canada must be delivered to the Contracting Authority.

### **Article 30 Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

## **Article 31 Governing Law**

### **Section 31.01 Compliance with Applicable Laws**

- 31.01.01 The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Elections Canada may reasonably request.
- 31.01.02 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Elections Canada.

## **Article 32 Successor and Assigns**

The Contract is binding upon and enures to the benefit of Elections Canada and its successors and assigns and the Contractor and its successors and permitted assigns.

**Annex D**  
**Supplemental Conditions**  
***Elections Canada to Own Intellectual Property Rights***

**Article 1 Interpretation**

**Section 1.01 - Definition**

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions" means the general conditions that form part of the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

- 1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.
- 1.01.03 If Supplemental Conditions – Hardware Purchase, Lease and Maintenance and Supplemental Conditions – Licensed Software are also incorporated in the Contract, the provisions of those supplemental conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental conditions.

## **Article 2 Record and Disclosure of Foreground Information**

- 2.01.01 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Elections Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
- 2.01.02 Before and after final payment to the Contractor, the Contractor must provide Elections Canada with access to all records and supporting data that Elections Canada considers pertinent to the identification of Foreground Information.
- 2.01.03 For any Intellectual Property that was developed or created in relation to the Work, Elections Canada will be entitled to assume that it was developed or created by Elections Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Elections Canada.

## **Article 3 - Ownership of Intellectual Property Rights in Foreground Information**

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).
- 3.01.03 The Contractor must execute any documents relating to the Intellectual Property Rights in

the Foreground as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide Elections Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

#### **Article 4 - License to Intellectual Property Rights in Background Information**

- 4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
- 4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:
- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - (b) the right to disclose the Background Information to other governments for information purposes;
  - (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:
    - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;

- ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Elections Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.

4.01.03 The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Elections Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Elections Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

#### **Article 5 Contractor's Right to Grant Licence**

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with Article 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Elections Canada.

#### **Article 6 - Waiver of Moral Rights**

6.01.01 If requested by Elections Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Elections Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

**Annex E**  
**Supplemental Conditions**  
***Personal Information***

**Article 1 Interpretation**

1.01.01 In the Contract, unless the context otherwise requires,

“Cookie”	means a data file sent by a web server to the web browser on a visitor's computer that the web server uses to track or record visitor information;
“Digital Markers”	means the mechanisms used to remember a visitor's online interactions with a website(s). These mechanisms may be used to record a visitor's online interactions within a single session or visit, or to record a visitor's online interactions through multiple sessions or visits;
“First-party Cookies	means Cookies set by the website the visitor is visiting;
“General Conditions”	means the general conditions that form part of the Contract;
“Internet Protocol Address” or “IP Address”	means a numerical label assigned by the Internet Service Provider to each computer and is how the computer user communicates on the Internet;
“Internet Service Provider”	means an organization that provides access to the Internet;
“Personal Information”	means information collected or generated in the performance of the Contract about an individual, including the types of such information specifically described in the <i>Privacy Act</i> , R.S. 1985, c. P-21, and also including information that may be linked or is linkable to an individual such as the IP Address of individuals visiting Elections Canada’s websites;
“Record”	means any hard copy document or any data in a machine-readable format containing Personal Information;
“Third-party Cookies”	means Cookies set by a different domain than the website that the visitor is currently visiting; and
“Web Analytics”	means the collection, analysis, measurement and reporting of data about web traffic and user visits for purposes of

understanding and optimizing web usage.

1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions.

1.01.03 If there is any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions prevail.

## **Article 2 Ownership of Personal Information and Records**

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Elections Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Elections Canada immediately in a format acceptable to Elections Canada.

## **Article 3 Use of Personal Information**

The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

## **Article 4 Collection of Personal Information**

4.01.01 The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- (a) that the Personal Information is being collected on behalf of, and will be provided to, Elections Canada;
- (b) the ways the Personal Information will be used;
- (c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- (d) the consequences, if any, of refusing to provide the information;
- (e) that the individual has a right to access and correct his or her own Personal Information; and
- (f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and that such personal information bank is under the control of Elections Canada.

- 4.01.02 If the Contractor must collect Personal Information from an individual to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work.
- 4.01.03 The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a contract with Elections Canada.
- 4.01.04 If required pursuant to the Articles of Agreement, the Contractor must use the consent form or script, as the case may be, when collecting Personal Information, as provided therein.
- 4.01.05 When requesting Personal Information from any individual, if the Contractor doubts that such individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

## **Article 5 Collection of IP Addresses or other Personal Information for Web Analytics**

- 5.01.01 If Web Analytics form part of the Work, the Contractor must:
- (a) depersonalize the IP Address prior to its storage so that the full IP Address cannot be reconstituted. This must be done through irrevocable truncation of the last octet of the IP Address, or through some other methodology that offers comparable privacy protection and that has been approved by Elections Canada;
  - (b) not link, or attempt to link, the IP Address or other unique identifier associated with Digital Markers with the identity of an individual computer user;
  - (c) only use the depersonalized IP Address, and any other data disclosed to it for the purpose of Web Analytics, in accordance with the Contract. For greater certainty, the Contractor is prohibited from using or reusing such data for any other purpose without the prior express written consent of the Contracting Authority;
  - (d) not disclose or transfer the depersonalized IP Address or any other data disclosed to it for the purpose of Web Analytics to a third party except:
    - (i) in accordance with the Contract;
    - (ii) with the express prior written authorization of the Contracting Authority; or
    - (iii) if required to do so by law and in accordance with the requirements set out in Article 14
  - (e) only use First-party Cookies and not Third-party Cookies;

- (f) in addition to the obligations set out in Subsection 6.01.01, not use techniques including, but not limited to, interlinking, cross-referencing, data mining or data matching from multiple sources in connection with the Personal Information collected pursuant to the Contract without the express, prior written authorization of the Contracting Authority;
- (g) comply with any requirement established by the Contracting Authority, in addition to the requirements set out in Article 7, that is reasonably required to ensure that Elections Canada meets its obligations under the Treasury Board Policy on Government Security; and
- (h) safeguard the depersonalized IP Address and other Personal Information disclosed and collected in connection with Web Analytics for purposes of the Contract in the manner set out in Article 7.

5.01.02 Notwithstanding Article 13, the Contractor must retain any Record containing such information until the completion of the Work or the end of the Term, whichever of these comes first, after which time, such Records, including any backup copies, must be destroyed in a way that re-identification of the Personal Information is not possible.

## **Article 6 Maintaining the Accuracy, Privacy and Integrity of Personal Information**

- 6.01.01 The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:
- (a) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
  - (b) segregate all Records from the Contractor's own information and records;
  - (c) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
  - (d) provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
  - (e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the

Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;

- (f) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Elections Canada on behalf of an individual);
- (g) include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- (h) keep a record of the date and source of the last update to each Record;
- (i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Elections Canada at any time; and
- (j) secure and control access to any hard copy Records.

## **Article 7 Safeguarding Personal Information**

7.01.01 The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- (a) store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- (b) ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- (c) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- (d) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;

- (e) maintain a secure back-up copy of all Records, updated at least weekly;
- (f) implement any reasonable security or protection measures requested by Elections Canada from time to time; and
- (g) notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

## **Article 8 Appointment of Privacy Officer**

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name and contact information to the Contracting Authority within ten (10) days of from the Effective Date of the Contract.

## **Article 9 Quarterly Reporting Obligations**

9.01.01 Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- (a) a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- (b) a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- (c) details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- (d) a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

## **Article 10 Threat and Risk Assessment**

10.01.01 Within 90 calendar days from the Effective Date of the Contract and, if the Contract lasts longer than one year, within 30 calendar days of each anniversary date of the Contract, the Contractor must submit to the Contracting Authority a threat and risk assessment, which must include:

- (a) a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;

- (b) a list of the types of Personal Information used by the Contractor in connection with the Work;
- (c) a list of all locations where hard copies of Personal Information are stored;
- (d) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- (e) a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
- (f) a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
- (g) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
- (h) an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

#### **Article 11 Audit**

Elections Canada may audit the Contractor's compliance with these supplemental conditions at any time. If requested by the Contracting Authority, the Contractor must provide Elections Canada (or Elections Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Elections Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

#### **Article 12 Statutory Obligations**

The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

#### **Article 13 Disposing of Records and Returning Records to Elections Canada**

Subject to Subsection 5.01.02, the Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the

Personal Information is complete, the Contract is complete, or the end of the Term, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

#### **Article 14 Legal Requirement to Disclose Personal Information**

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

#### **Article 15 Complaints**

Elections Canada and the Contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

#### **Article 16 Exception**

The obligations set out in these supplemental conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

**[General Instructions:** Technical Authority must complete Section 1 and have it signed by the Contracting Authority. The Technical Authority must then send it to the Contractor for it to complete Section 2. The Contracting Authority must complete Section 3. Tasks must only commence once Section 3 is completed and signed by the Contracting Authority.]

- TECHNICAL AUTHORITY:** [To be completed by the TA]
- CONTRACTING AUTHORITY:** [To be completed by the TA]
- CONTRACTOR:** [To be completed by the TA]
- CONTRACT TITLE AND NUMBER:** [To be completed by the TA] (the “Contract”)
- DATE:** [To be completed by the TA]
- TASK REQUEST TITLE:** [To be completed by the TA]
- TASK REQUEST NUMBER:** \_\_\_\_\_ [To be completed by the Contractor]

**1. TO BE COMPLETED BY THE TECHNICAL AUTHORITY AND SIGNED BY THE CONTRACTING AUTHORITY (the “Task Request”)**

1.1 In accordance with the Contract, the Contractor is requested to perform the tasks described in Clause 1.2 of this Task Authorization which are within the scope of the Contract. The Contractor must provide a Task Request Proposal within \_\_\_\_\_ Business Days of receipt of this Task Request.

1.2 The tasks are: AS FOLLOWS  OR SEE ATTACHED

[Insert details of task being requested or attach description of the task. The tasks description must be considered as a statement of work. Create obligations by using active voice.]

1.3 The Contractor’s personnel will require a valid “Reliability Status”: YES  NO

1.4 The Contractor must complete the tasks no later than \_\_\_\_\_ [insert date] or \_\_\_\_\_ Business Days from receipt of the Task Authorization Form.

\_\_\_\_\_  
Signature of Technical Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contracting Authority

\_\_\_\_\_  
Date

**2. TO BE COMPLETED BY THE CONTRACTOR (the “Task Request Proposal”)**

2.1 The Task Request Proposal must comply with the requirements set out in the Contract and must include the following:

[Technical Authority or Contracting Authority: prior to sending to Contractor, please ensure Step 2 of the Authorization Process set out in the Contract is reflected exactly.]

2.1.1 Insert a detailed description of the Tasks to be performed.

2.1.2 Insert the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource type.

2.1.3 Insert an estimate or actual number of person-hours of effort required, per category, as applicable.

2.1.4 Insert start and completion date(s) of the Task.

2.1.5 Insert a request number (serialized coding for new activity traceability), including original documents and amendments.

2.1.6 Insert the Contract number.

2.1.7 Insert an estimate or actual cost for the Task.

2.1.8 Insert whether the Task will be performed by the Contractor or a subcontractor.

2.1.9 Insert contact information, including names, locations and telephone numbers.

2.1.10 Insert a timeframe within which the Task Request must be approved to meet the proposed deliverable dates.

2.1.11 Insert any other supporting details.

2.2 In accordance with Clause 2.1.2, the Contractor makes the following price proposal:

- firm price (one lump sum payment) of \$\_\_\_\_\_ (including all applicable taxes)
- firm price of \$\_\_\_\_\_ (including all applicable taxes)  
(payable by monthly progress payments)
- limitation of expenditure of \$\_\_\_\_\_ (including all applicable taxes)

\_\_\_\_\_  
Signature of Contractor by its Authorized Signatory

\_\_\_\_\_  
Date

**3. TO BE COMPLETED BY THE CONTRACTING AUTHORITY**

3.1 Elections Canada hereby accepts the Contractor’s Task Request Proposal.

\_\_\_\_\_  
Signature of Contracting Authority

\_\_\_\_\_  
Date

## Annex G

### Invoice Template

Invoice number **[INSERT]**

<b>Invoice to:</b>  Elections Canada 30 Victoria Street Gatineau, QC K1A 0M6 Attention: Technical Authority <b>[Details to be inserted by the Contractor]</b>		
Contractor's Name and Address <b>[To be inserted by the Contractor]</b>	Invoice No. <b>[To be inserted by the Contractor]</b>	
	Date (YY-MM-DD) <b>[To be inserted by the Contractor]</b>	
	Contract No. 05005-13-0124	
	Financial Code(s)  <b>[To be inserted by the Contractor]</b>	
	Contractor's Procurement Business Number (PBN)  <b>[To be inserted by the Contractor]</b>	
	GST and/or QST number(s):  <b>[To be inserted by the Contractor]</b>	
<b>A – Milestones: Development</b>		
<b>Date</b>	<b>Milestone: Development</b>	<b>Firm Lot Price Per Pricing Table A</b>
	<b>[Insert from Pricing Table A of Annex B]</b>  (e.g, Development and Acceptance of Branding Approach)	<b>[Insert from Pricing Table A of Annex B]</b>  Firm lot price of: \$ _____
Subtotal (excluding applicable taxes)		\$
Applicable Taxes		\$
Travel and Living Expenses(if applicable and pre-authorized) *Brief description of reason for travel, date travel was approved, receipts and invoices must be attached to this invoice		\$
<b>TOTAL</b>		<b>\$</b>

**B – Milestones: Implementation**

Date	Milestone: Implementation	Spring Readiness Firm Lot Price Per Pricing Table B	Fall Readiness Top-up Price (if applicable) Per Pricing Table B
	<div style="background-color: yellow; display: inline-block; padding: 2px;">[Insert from Pricing Table B of Annex B]</div> (e.g., Implementation and maintenance of Website)	\$ _____	\$ _____
Subtotal (excluding applicable taxes)			\$ _____
Applicable Taxes			\$ _____
Travel and Living Expenses(if applicable and pre-authorized) *Brief description of reason for travel, date travel was approved, receipts and invoices must be attached to this invoice			\$ _____
<b>TOTAL</b>			<b>\$ _____</b>

**C – Milestones: Production and Distribution**

Date	Milestone: Production and Distribution	Firm Unit Price Per Pricing Table C	Number of Units	Amount
	<div style="background-color: yellow; display: inline-block; padding: 2px;">[Insert from Pricing Table C of Annex B]</div> (e.g., Implementation and maintenance of Website)	\$ _____	# _____	\$ _____
Subtotal (excluding applicable taxes)				\$ _____
Applicable taxes				\$ _____
Travel and Living Expenses(if applicable and pre-authorized) *Brief description of reason for travel, date travel was approved, receipts and invoices must be attached to this invoice				\$ _____
Direct shipping expenses (actual cost) Invoices and receipts must be attached to this invoice				\$ _____
<b>TOTAL</b>				<b>\$ _____</b>

**D – Task Authorizations**

Date	Task(s) Description as per Task Authorization	Firm Hourly Rate Per Pricing Table D	Number of Hours	Amount
	<p align="center">[Insert from Table D of Annex B]</p> <p>(e.g., Development, Implementation and reporting of Program Outcome Strategy)</p>	\$ _____	# _____	\$ _____
Subtotal (excluding applicable taxes)				\$ _____
Applicable taxes				\$ _____
Travel and Living Expenses(if applicable and pre-authorized) *Brief description of reason for travel, date travel was approved, receipts and invoices must be attached to this invoice				\$ _____
Direct shipping expenses (actual cost) *Invoices and receipts must be attached to this invoice				\$ _____
<b>TOTAL</b>				<b>\$ _____</b>

## Annex H

### Detailed Workplan

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
<b>A. General Project Management</b>				
Kick-off Meeting	2.01.01 or 2.01.02 (as the case may be)			I. Within seven Business Days of Effective Date and in the event the Contract is extended for a First Extension or Second Extension
Bi-weekly Meetings	2.01.03(a)			II. Kick-off Meeting until commencement of Electoral Period
Weekly Meetings	2.01.03(b)			III. During the Electoral Period
Monthly Meetings	2.01.03(c)			IV. Following the Electoral Event until the end of the Initial Term, First Extension or Second Extension, as the case may be
Bi-weekly Written Report	2.02.01(a)			I. Kick-off Meeting until commencement of the Electoral Period
Weekly Written Report	2.02.01(b)			II. During the Electoral Period
Monthly Written Report	2.01.02(c)			III. Following the Electoral Event until the end of the Initial Term, First Extension or Second Extension, as the case may be
<b>B. Branding Approach</b>				
Development of three branding concepts	4.01			I. <u>Delivery of three branding concepts</u> : within seven Business Days from the Kick-off Meeting

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				II. <u>EC's Decision</u> : within five Business Days from receipt of the three branding concepts
Development of Branding Approach	4.02			I. <u>Delivery of Draft Branding Approach</u> : within five Business Days from receipt of the Technical Authority's selection of branding concept in accordance with section 4.01.03 of the SOW
				II. <u>EC Comments</u> : within five Business Days from receipt of the of draft Branding Approach
				III. <u>Delivery of Branding Approach</u> : within five Business Days from receipt of the Technical Authority's comments
<b>C. Website</b>				
Development of the Website	5.01			I. <u>Delivery of Draft Website Plan</u> : within 12 Business Days from the Kick-off Meeting
				II. <u>EC Comments</u> : within five Business Days from receipt of the draft Website Plan
				III. <u>Delivery of Website Plan</u> : within five Business Days from receipt of the Technical Authority's comments
				IV. <u>Delivery of Beta Version of Website</u> : within 15 Business Days from delivery of the Website Plan

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				V. <u>EC Comments</u> : within five Business Days from receipt of the beta version Website
				VI. <u>Live Website</u> : no later than 10 Business Days from the date the Contractor received comments from the Technical Authority on beta version of the Website
Implementation of the Website, including minimum service level requirements	5.02 and 5.03			I. <u>Maintain Website and minimum service level requirements</u> : end of the applicable Electoral Period
<b>D. Promotion and Participation Strategy</b>				
Development of the Promotion and Participation Strategy	6.01			I. <u>Delivery of Draft Promotion and Participation Strategy</u> : within 25 Business Days of the Kick-off Meeting
				II. <u>EC Comments</u> : five Business Days from receipt of the draft Promotion and Participation Strategy
				III. <u>Delivery of Promotion and Participation Strategy</u> : within 15 Business Days from receipt of the Technical Authority's comments

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
Development of Promotional Materials	6.02			I. <u>Delivery of Prototypes of Promotional Materials</u> : at least 15 Business Days prior to the Date of Deployment of any Promotional Materials
				II. <u>EC Comments</u> : five Business Days from the date of receipt of the applicable prototype Promotional Materials
				III. <u>Delivery of Copy of finalized Promotional Materials</u> : within five Business Days from receipt of the Technical Authority's comments
				IV. <u>Production and Deployment of Promotional Materials</u> : by the Date of Deployment
Implementation of the Promotion and Participation Strategy	6.03			I. <u>Complete Implementation of the Promotion and Participation Strategy</u> : no later than 10 Business Days prior to the first possible SPE Election Day

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
<b>E. Media Campaign</b>				
Development of the Media Campaign	7.01			I. <u>Delivery of Draft overview of Media Campaign and Media Campaign Timeline</u> : within 25 Business Days from the Kick-off Meeting
				II. <u>EC Comments</u> : five Business Days from the date of receipt of the draft overview of the Media Campaign and Draft Media Campaign Timeline
				III. <u>Delivery of Overview of Media Campaign</u> : within 10 Business Days from receipt of the Technical Authority's comments
Implementation of the Media Campaign	7.02			I. <u>Commencement of Implementation of the Media Campaign</u> : no later than 50 Business Days from the Kick-off Meeting
Media Relations	7.03			I. <u>Point of Contact for Media Calls</u> : throughout the Initial Term and the First Extension and Second Extension (if applicable)
<b>F. Pedagogical Resources</b>				
Development of the Pedagogical Resources	8.01			I. <u>Delivery of Draft Outline of Pedagogical Resources</u> : within 40 Business Days from the Kick-off Meeting

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				II. <u>EC Comments</u> : five Business Days from receipt of the draft outline of Pedagogical Resources
				III. <u>Delivery of Outline of Pedagogical Resources</u> : within five Business Days from receipt of the Technical Authority' comments
				IV. <u>Delivery of Prototype Pedagogical Resources</u> : within 35 Business Days from delivery of the outline of Pedagogical Resources
				V. <u>EC Comments</u> : within five Business Days from receipt of the prototype Pedagogical Resources
				VI. <u>Delivery of copy of finalized Pedagogical Resources</u> : within five Business Days from receipt of the Technical Authority's comments
Production of the Pedagogical Resources	8.02			I. <u>Production of Pedagogical Resources</u> : no later than 120 Business Days from the Kick-off Meeting
Distribution of the Pedagogical Resources	8.03			I. <u>Distribution of Pedagogical Resources</u> : by the Distribution Date
				II. <u>Upload Pedagogical Resources to the Website</u> : by the Distribution Date

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
<b>G. Educator Training Materials</b>				
Development of the Educator Training Materials	9.01			I. <u>Delivery of Draft List of Educator Training Materials:</u> within 40 Business Days from the Kick-off Meeting
				II. <u>EC Comments:</u> five Business Days from receipt of the draft list of Educator Training Materials
				III. <u>Delivery of List of Educator Training Materials:</u> within five Business Days from receipt of the Technical Authority's comments
				IV. <u>Delivery of Prototype Educator Training Materials:</u> within 35 Business Days from delivery of the list of Educator Training Materials
				V. <u>EC Comments:</u> five Business Days from receipt of the prototype Educator Training Materials
				VI. <u>Delivery of copy of finalized Educator Training Materials;</u> within five Business Days from receipt of the Technical Authority's comments

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
Production of the Educator Training Materials	9.02			I. Production of Educator Training Materials: no later than 120 Business Days from the Kick-off Meeting
Distribution of the Educator Training Materials	9.03			I. <u>Distribution of Educator Training Materials</u> : by the Distribution Date
				II. <u>Upload Educator Training Materials to the Website</u> : by the Distribution Date
<b>H. SPE Election Materials</b>				
Election Material	10.01			I. <u>Total Amount of Election Material Required</u> : no later than 80 Business Days prior to the Distribution Date
				II. <u>EC's Delivery of Election Material</u> : within 20 Business Days of receipt of Contractor's estimate
				III. <u>Updated Estimate of Amount of Election Material Required</u> : at least 20 Business Days prior to the commencement of the Electoral Period

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				IV. <u>EC's Delivery of Additional Election Material</u> : within five Business Days of the Contractor's updated estimate
				V. <u>Contractor's Delivery of Election Material to Educators</u> : at least seven Business Days prior to the first possible SPE Election Day
				VI. <u>Contractor's update regarding Election Material inventory levels</u> : within three Business Days of EC's request
				VII. <u>Delivery of Final Account of Election Material Inventory</u> : No later than 20 Business Days following the Polling Day
				VIII. <u>Return of Unused Election Material</u> : No later than 40 Business Days following the Polling Day
SPE Ballots	10.02			I. <u>Production of SPE Ballots</u> : Immediately following the date the candidates are finalized

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				II. <u>Distribution of SPE Ballots</u> : prior to the first possible SPE Election Day
<b>I. Launch Event</b>				
Launch Event Plan	11.01			I. <u>Development of Draft Launch Event Plan</u> : within 110 Business Days from the Kick-off Meeting
				II. <u>EC Comments</u> : five Business Days from the date of receipt of the draft Launch Event Plan
				III. <u>Delivery of Launch Event Plan</u> : within five Business Days from the date of receipt of the Technical Authority's comments
Launch Event	11.02			I. <u>Contractor to hold Launch Event</u> : within five Business Days from the commencement of the Electoral Period

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				II. <u>Implementation of the Launch Event Plan</u> : in accordance with timelines set out in the Launch Event Plan
				III. <u>Provision of Participant List</u> : Within 10 Business Days of Contractor's receipt of Readiness Notice, or Revised Readiness Notice (as the case may be)
				IV. <u>EC's Comments</u> : five Business Days from the date of receipt of Participant List
<b>J. Administration of SPE</b>				
Communication with Educators	12.01			I. <u>Communication Regarding Receipt of Pedagogical Resources, Educator Training Materials and Election Materials</u> : within seven Business Days of the Distribution Date
				II. <u>Communication Regarding Election Materials and SPE Ballots</u> : At least five Business Days prior to the first possible SPE Election Day

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
				III. <u>Response to Educator Inquires during the Electoral Period</u> : within 24 hours of receipt the Educator Inquiry, or on the immediately following Business Day if received on Friday, Saturday or Sunday
SPE Election Day	12.02			I. <u>Contractor Accessibility</u> : between 7:00 am Newfoundland Time and 5:00 pm Pacific Time on each of the SPE Election Days
				II. <u>Response to Educator Inquiries on each SPE Election Day</u> : within one hour of receipt of inquiry
Results Tabulation and Reporting	12.03			I. <u>Tabulation SPE Election Day Results and Communicate results to EC</u> : at least 24 hours prior to public dissemination
				II. <u>Public Dissemination of SPE Election Day Results</u> : within 24 hours of the closing of the last polls on Polling Day
<b>K. Independent Evaluation</b>				
Contractor Obligation	13.03			I. <u>Delivery of Contractor's Data</u> : as requested by EC for purposes of the Independent Evaluation

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
<b>L. Program Output Report</b>				
Delivery of Program Output Report	14.01			I. <u>Delivery of draft Program Output Report</u> : within 40 Business Days following the end of the Electoral Period
				II. <u>EC Comments</u> : 20 Business Days from receipt of the draft Program Output Report
				III. <u>Delivery of Program Output Report</u> : within 20 Business Days from the date of receipt of the Technical Authority's comments
<b>M. Additional Tasks</b>				
Program Outcome Strategy	15.01			I. <u>Development of the Program Outcome Strategy</u> : If and when requested by the Technical Authority
	15.02			I. <u>Implementation of the Program Outcome Strategy</u> : If and when requested by the Technical Authority

SOW Requirement	SOW Reference	Activity/Task Description [Bidder to Insert description of activities/tasks to fulfil the requirements as set out in the SOW]	Resource and Responsibilities [Bidder to identify the responsible resource]	Milestone Completion Date
Services related to Other Electoral Events	16.01			I. <u>Work required to Update/Adapt the materials developed pursuant to Part II of the SOW for an Other Electoral Event: If and when requested by the Technical Authority</u>
	16.02			I. <u>Work set out in Part II of SOW in order to implement the Program for an Other Electoral Event: If and when requested by the Technical Authority</u>

## PART 7 – TECHNICAL EVALUATION

### Section A Mandatory Technical Criteria

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
M1	<p><b>Minimum Experience Delivering Educational Programs</b></p> <p>Within the last five years of the RFP closing date, the bidder must have been responsible for the development and implementation of at least two educational programs of which, (i) at least one educational program must have been national, (ii) at least one educational program must have had a minimum participation level of 15% of Canadian schools or 8% of Canadian students, and (iii) at least one educational program must have been delivered in both English and French.</p> <p>Please note that it is not necessary for criteria (i) through (iii) above to be found in the same educational program, but each criterion must be addressed at least once between the two educational programs described.</p> <p><i>For the purposes of this mandatory criterion:</i></p>	<p>The bidder must demonstrate that it meets the requirement by providing a description of each of the two educational programs. Of the two educational programs, (i) at least one educational program must have been national, (ii) at least one educational program must have had a minimum participation level of 15% of Canadian schools or 8% of Canadian students, and (iii) at least one educational program must have been delivered in both English and French.</p> <p>The descriptions must include the following information:</p> <ol style="list-style-type: none"> <li>1. the educational program name;</li> <li>2. the start and end date of the educational program;</li> <li>3. the provinces and territories in which the educational program ran;</li> <li>4. the bidder's role and responsibilities related to the development and implementation of the educational program;</li> <li>5. the target audience (grade levels) of the educational program;</li> <li>6. the educational program participation level by number of Canadian schools or by number of Canadian students;</li> <li>7. the client organization name, telephone number, mailing address and email address for a contact person who can confirm the description of the educational program</li> </ol>	MET /NOT MET

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
	<p>a. <b>“educational program”</b> means a learning program delivered to students at the elementary, junior and/or secondary school level (for the purposes of this mandatory technical evaluation criterion, the first year of CEGEP in Quebec counts as a secondary school level).</p> <p>b. <b>“national”</b> means an educational program implemented in at least ten provinces/territories.</p> <p>c. <b>“Canadian schools”</b> means an elementary, junior and/or secondary school level or CEGEP in Canada with at least one grade level between grade 1-12 (or equivalent).</p> <p>d. <b>“Canadian students”</b> means an elementary, junior and/or secondary school level or CEGEP student in Canada between grade 1-12 (or equivalent).</p> <p>e. <b>“minimum participation level of 15% of Canadian schools or 8% of Canadian students”</b> means that at least 2,325<sup>1</sup> of the 15,500<sup>1</sup> Canadian schools or 402,574 of the 5,032,183<sup>2</sup></p>	<p>provided; and</p> <p>8. a DVD or USB key containing examples of the materials used in the educational program, such as promotional materials, pedagogical materials, training materials or any other materials. For the educational program that was delivered in English and French both the English and French versions of the materials must be provided.</p>	

<sup>1</sup> <http://cmec.ca/299/Education-in-Canada-An-Overview/index.html#03>

<sup>2</sup> <http://www.statcan.gc.ca/daily-quotidien/131204/t131204c001-eng.htm>

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
	<p>Canadian students participated in the educational program.</p> <p>The two educational programs provided in response to M1 will be further rated in R1.</p>		
<b>M2</b>	<p><b>Bidder's Proposed Detailed Workplan</b></p> <p>The bidder must complete the Detailed Workplan attached as Appendix A.</p> <p><i>For the purposes of this mandatory criterion:</i></p> <ul style="list-style-type: none"> <li>a. The same resource can be used multiple times and the use of subcontractors is allowed. If subcontractors will be used, the bidder should identify the portion of the Work for which subcontractor assistance will be sought.</li> </ul>	<p>The bidder must complete the Detailed Workplan as follows:</p> <ol style="list-style-type: none"> <li>1. complete the Activities/Task Description column of the Detailed Workplan;</li> <li>2. complete the Responsible Resource column by identifying which of the bidder's resources will be responsible for the requirements set out in the SOW Requirements column; and</li> <li>3. insert the Distribution Date in the Milestone Completion Date column.</li> </ol>	<b>MET / NOT MET</b>
<b>M3</b>	<p><b>Bidder's Proposed Promotion and Participation Strategy</b></p> <p>The bidder must provide an overview of its proposed Promotion and Participation</p>	<p>In a maximum of 750 words, the bidder must submit an Overview which includes, at a minimum:</p> <ol style="list-style-type: none"> <li>1. the major steps in the proposed Promotion and Participation Strategy; and</li> </ol>	<b>MET / NOT MET</b>

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
	<p>Strategy (an "Overview").</p> <p>The requirements for the Promotion and Participation Strategy are set out in Section 6 of the SOW.</p> <p>The Overview provided in response to M3 will be further rated in R3.</p>	<p>2. specific strategies to meet or exceed the Program Targets.</p>	

**Section B Rated Technical Evaluation Criteria**

The following table provides a summary of the criteria to be considered under this Section B – Rated Technical Evaluation Criteria and the scoring methodology for each criterion.

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
R1	<p><b>Educational Programming Experience</b></p> <p>The two educational programs provided in response to M1 should demonstrate that within the last five years of the RFP closing date, the bidder was responsible for the development and implementation of at least two educational programs.</p> <p><i>For the purposes of this rated criterion:</i></p> <ol style="list-style-type: none"> <li>a. <b>“educational program”</b> means a learning program delivered to students at the elementary, junior and/or secondary school level (for the purposes of the rated technical evaluation criteria, the first year of CEGEP in Quebec counts as a secondary school level).</li> <li>b. <b>“Civic/Citizenship Education”</b> means the study of the institutions, practices and behaviours that support</li> </ol>	<p>In a maximum of 750 words the bidder should provide, at a minimum, the following additional information for the two educational programs provided in response to M1:</p> <ol style="list-style-type: none"> <li>1. description of the subject matter of the educational program and how the content relates to Civic/Citizenship Education;</li> <li>2. list of provinces/territories where the educational program ran; and</li> <li>3. the grade level(s) of the students that participated in the educational program.</li> </ol>	<p><b>44 Points – maximum of 22 points per educational program</b></p> <ol style="list-style-type: none"> <li>1. Up to a <b>maximum of 10 points</b> will be awarded if the thematic content of the educational program is related to Civic/Citizenship Education. Points will be attributed as follows: <ul style="list-style-type: none"> <li>• <b>10 points</b> = the thematic content of the educational program was entirely related to Civic/Citizenship Education</li> <li>• <b>5 points</b> = the thematic content of the educational program has at least one component of Civic/Citizenship Education but was not entirely related to Civic/Citizenship Education</li> <li>• <b>2 points</b> = the thematic content of the educational program does not have a Civic/Citizenship Education component</li> </ul> </li> <li>2. Up to a <b>maximum of 3 points</b> will be awarded for the number of provinces/territories in which the</li> </ol>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
	democratic life.		<p>educational program ran as follows:</p> <ul style="list-style-type: none"> <li>• <b>3 points</b> = at least 10 province/territories</li> <li>• <b>2 points</b> = six to nine provinces/territories</li> <li>• <b>1 point</b> = two to five provinces/territories</li> <li>• <b>0 points</b> = one province or territory</li> </ul> <p>(e.g., if the educational program ran in Alberta, Manitoba, Nunavut, Ontario and Saskatchewan, then 1 point would be awarded)</p> <p>3. Up to a <b>maximum of 9 points</b> will be awarded for each grade level between grade 1 and grade 12 (the first year of CEGEP in Quebec will count as grade 12) that participated in the educational program. Points will be attributed as follows:</p> <ul style="list-style-type: none"> <li>• <b>1 point</b> per grade level</li> </ul> <p>(e.g., if the educational program involved students in grades 4, 5, and 6 then 3 points would be awarded)</p>
<b>R2</b>	<p><b>Project Team for Specific Services</b></p> <p>R2.1 – Project Manager</p> <p>R2.2 – Pedagogy Expert</p>		<p><b>Maximum of 20 points</b></p> <p><b>R2.1 – 10 points</b></p> <p><b>R2.2 – 10 points</b></p>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
	<p>The same resource may be proposed for R2.1 and R2.2, provided that such resource has the experience and capabilities outlined in each of R2.1 and R2.2.</p> <p><i>For the purposes of this rated criterion:</i></p> <ul style="list-style-type: none"> <li>a. <b>“educational program”</b> means a learning program delivered to students at the elementary, junior and/or secondary school level (for the purposes of the rated technical evaluation criteria, the first year of CEGEP in Quebec counts as a secondary school level); and</li> <li>b. <b>“Civic/Citizenship Education”</b> means the study of the institutions, practices and behaviours that support democratic life.</li> </ul>		
R2.1	<p><b>Project Manager – Resource Work Experience</b></p> <p>The bidder should have one resource who will be responsible for overseeing and managing the development and implementation of all the Work required to be performed under the SOW.</p> <p>The project manager will be the SPOC for purposes of the Contract.</p>	<p>The bidder should provide the résumé of the proposed resource which should demonstrate that the proposed resource has at least five years of project management experience.</p> <p>Project management experience delivering educational programs will garner additional points.</p>	<p><b>Maximum of 5 points will be allocated as follows:</b></p> <p><b>0.5 points</b> per year of experience as a project manager, up to a <b>maximum of 5 points</b> (0 points will be awarded if experience totals less than five years). In determining years of experience, overlaps of years or months will only be counted once.</p> <p><b>Maximum of 5 additional points will be allocated as follows if the proposed resource’s experience as a project manager is for the delivery of educational programs:</b></p> <p><b>0.5 points</b> per year of experience as a</p>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>project manager for the delivery of educational programs, up to a <b>maximum of 5 points</b>. In determining years of experience, overlaps of years or months will only be counted once.</p>
<p><b>R2.2</b></p>	<p><b>Pedagogy Expert – Resource Work Experience</b></p> <p>The bidder should have one resource that will be responsible for developing the Pedagogical Resources and Educator Training Materials in accordance with the requirements set out in Sections 8 and 9 of the SOW.</p> <p>For purposes of this rated criterion:</p> <p><b>“pedagogical material”</b> means the set of documents, materials and instructions used by educators to impart knowledge to students</p>	<p>The bidder should provide the résumé of the proposed resource which should demonstrate that the proposed resource has at least three years of experience related to developing pedagogical material.</p> <p>Experience developing pedagogical material that contains a component of Civic/Citizenship Education will garner additional points.</p>	<p><b>Maximum of 5 points allocated as follows:</b></p> <p><b>0.5 points</b> per year of experience related to developing pedagogical material, up to a <b>maximum of 5 points</b> (0 points will be awarded if experience totals less than three years). In determining years of experience, overlaps of years or months will only be counted once.</p> <p><b>Maximum of 5 additional points will be allocated as follows if the proposed resource has experience developing pedagogical material that contains a component of Civic/Citizenship Education:</b></p> <p><b>0.5 points</b> per year of experience related to developing pedagogical material with a component of Civic/Citizenship Education, up to a <b>maximum of 5 points</b>. In determining years of experience, overlaps of years or months will only be counted once.</p>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
R3	<p><b>Bidder’s Overview of its Proposed Promotion and Participation Strategy</b></p> <p>The Overview provided by the bidder in response to M3 should demonstrate the bidder’s understanding of the requirements for promotion and participation in the Program as such requirements are set out in Section 6 of the SOW.</p>	<p>The Overview must include, at a minimum, the following items:</p> <ol style="list-style-type: none"> <li>1. the major steps in the proposed Promotion and Participation Strategy; and</li> <li>2. specific strategies that address how Educators, Education Administrators and Students will be engaged, marketed to or communicated with in order to meet or exceed the Program Targets.</li> </ol>	<p><b>Maximum of 20 points will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>20 points</b> = The Overview demonstrates that the bidder has an excellent understanding of the requirements for promotion of and participation in the Program. The Overview: (1) exceeds all of the requirements set out in Section 6.01 of the SOW by proposing innovative or unique ways to promote the Program and encourage participation; and (2) provides an excellent opportunity for success as the bidder has provided two or more specific and detailed examples of how it will meet or exceed the Program Targets (e.g., established relationships or contacts in the education system)</li> <li>• <b>16 points</b> = The Overview demonstrates that the bidder has a great understanding of the requirements for promotion of and participation in the Program. The Overview: (1) exceeds all of the requirements set out in Section 6.01 of the SOW by proposing innovative or unique ways to promote the Program and encourage participation; and (2)</li> </ul>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>provides a great opportunity for success as the bidder has provided one specific and detailed example of how it will meet or exceed the Program Targets (e.g., established relationships or contacts in the education system)</p> <ul style="list-style-type: none"> <li> <p><b>12 points</b> = The Overview demonstrates that the bidder has a good understanding of the requirements for promotion of and participation in the Program. The Overview: (1) meets but does not exceed all of the requirements set out in the Section 6.01 of the SOW but does not propose innovative or unique ways to promote the Program and encourage participation; and (2) provides an opportunity for success as the bidder has provided three or more suggestions but no specific and detailed examples of how it will meet or exceed the Program Targets</p> </li> <li> <p><b>8 points</b> = The Overview demonstrates that the bidder has a fair understanding of the requirements for promotion of and participation in the Program. The Overview: (1) meets at least half of the requirements set out in Section 6.01 of the SOW; and (2) provides a limited opportunity of</p> </li> </ul>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>success as the bidder has provided two suggestions but no specific and detailed examples of how it will meet or exceed the Program Targets</p> <ul style="list-style-type: none"> <li>• <b>4 points</b> = The Overview demonstrates that the bidder has a limited understanding of the requirements for promotion of and participation in the Program. The Overview: (1) meets less than half of the requirements set out in Section 6.01 of the SOW; and (2) provides a narrow opportunity of success as the bidder has provided one suggestion but no specific and detailed examples of how it will meet or exceed the Program Targets</li> <li>• <b>0 points</b> = The Overview demonstrates that the bidder does not understand the requirements for promotion of and participation in the Program. The Overview: (1) does not meet any of the requirements set out in Section 6.01 of the SOW; and (2) does not provide an opportunity of success as the bidder has not provided any suggestions or specific and detailed examples of how it will meet or exceed the Program Targets</li> </ul>

## **Part 8 - Financial Evaluation Criteria**

### **1. General Instructions with respect to the Pricing Tables**

- 1.1 All bidders must submit prices by completing the following tables in Annex A (“Pricing Tables”):

Table A – Development Milestones

Table B – Implementation Milestones

Table C – Production and Distribution Milestones

Table D – Additional Tasks

Table E – Determination of the Proposal Price for Evaluation Purposes

- 1.2 Except as provided for in Section 1.3, prices in the Pricing Tables must include all direct and indirect cost to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, software, peripherals, cabling, components, labour, wages, salaries, management fees, photocopies, telephone charges, heat, lighting, maintenance, overhead, profit, shipping, support, training, travel time, and taxes, Canadian custom duties and excise taxes, where applicable (collectively, “Costs”).
- 1.3 Prices in the Pricing Tables do not need to include the direct shipping expenses that will be incurred to provide the Work described in Sections 8.03.02, 8.03.03, 9.03.02, 9.03.03, 10.01.05, 10.01.06, 10.02.03 and 10.02.04 of the SOW. Such expenses reasonably and properly incurred in the performance of such Work will be reimbursed by Elections Canada in accordance with Section 6.08 of the Articles of Agreement. These direct shipping expenses will be paid at the actual cost without any allowance for profit and/or administrative overhead.
- 1.4 All prices indicated in the Pricing Tables must be in Canadian Dollars; include amounts representing Canadian custom duties and excise taxes, where applicable; and exclude the applicable sales tax.

### **2. Table A – Development Milestones**

- 2.1 All bidders must provide a “Firm Lot Price” to perform the development Work described in the SOW and cross-referenced in column C of Table A for the Initial Term, by completing and submitting column D of Table A. For greater certainty, the firm lot price must include the Costs (as defined in Section 1.2) which include the cost of performing the general project management services for that portion of the Work referred to in

columns B and C of Table A, as such general project management services are more particularly described in Sections 2.01 and 2.02 of the SOW.

**3. Table B – Implementation Milestones**

- 3.1 All bidders must provide a “Spring Readiness Firm Lot Price” to perform all the implementation Work described in the SOW and cross-referenced in column C of Table B for the Initial Term, by completing and submitting column D of Table B.
- 3.2 All bidders must provide a “Fall Readiness Top-up Price” to perform all the implementation Work described in the SOW and cross-referenced in column C of Table B for the Initial Term, in the event that a Revised Readiness Notice is issued, and there is an October 19, 2015 Polling Day, as more particularly described in Part IV of the SOW. All bidders must complete and submit columns E and F of Table B to indicate their “Fall Readiness Top-up Prices” and the total price (being the sum of column D and column E for each milestone described in column B).
- 3.3 For greater certainty, the “Spring Readiness Firm Lot Prices and the “Fall Readiness Top-up Prices” provided in accordance with Sections 3.1 and 3.2 must include the Costs (as defined in Section 1.2) which include the cost of performing the general project management services for that portion of the Work referenced to in column C of Table B, as such general project management services are more particularly described in Sections 2.01 and 2.02 of the SOW.

**4. Table C – Production and Distribution Milestones**

- 4.1 All bidders must provide a “Firm Unit Price” to perform the Work described in the SOW and cross-referenced in column C of Table C, by completing and submitting columns D and F for the Initial Term. For greater certainty, the “Firm Unit Prices” must include the Costs (as defined in Section 1.2) which include the cost of performing the general project management services for that portion of the Work referenced in column C of Table C, as such general project management services are more particularly described in Sections 2.01 and 2.02 of the SOW.
- 4.2 The numbers inserted for the “Estimated Level of Effort” in column E of Table C are only included as weighing factors for financial evaluation purposes and are not minimal commitments by Elections Canada to purchase according to these projected quantities.

**5. Table D – Additional Tasks**

- 5.1 All bidders must provide a “Firm Hourly Rate” to complete the tasks described in the SOW and cross-referenced in column B of Table D, for two Other Electoral Events by completing and submitting columns C and E of Table D. For greater certainty, the “Firm Hourly Rates” must include the Costs (as defined in Section 1.2) which include the cost

of performing the general project management services for that portion of the Work referenced in column B of Table D, as such general project management services are more particularly described in Sections 2.01 and 2.02 of the SOW.

5.2 The hours inserted for the “Estimated Level of Effort” in column D of Table D are only included as weighing factors for financial evaluation purposes and are not minimal commitments by Elections Canada to purchase according to these projected quantities.

**6. Table E – Determination of the Proposal Price for Evaluation Purposes**

6.1 Table E must be completed based on the total price inserted in each of Table A, Table B, Table C and Table D. The sum of the amounts in Table E will be used as the “Proposal Price” for purposes of determining the highest ranked proposal in accordance with the formula set out in subsection 4.4.5 of Part 4 of the RFP.

## Annex A to Part 8 – Pricing Tables

**Table A – Development Milestones**

A	B	C	D
Item	Milestone Description (delivered and approved)	SOW reference(s)	Firm Lot Price
1.	Development and acceptance of the Branding Approach	4.01 4.02	Firm lot price of: \$_____
2.	Development and acceptance of the Website	5.01	Firm lot price of: \$_____
3.	Development and acceptance of the Promotion and Participation Strategy	6.01	Firm lot price of: \$_____
4.	Development and acceptance of all final Promotional Materials	6.02	Firm lot price of: \$_____
5.	Development and acceptance of the Media Campaign	7.01	Firm lot price of: \$_____
6.	Development and acceptance of all final Pedagogical Resources	8.01	Firm lot price of: \$_____
7.	Development and acceptance of all final Educator Training Materials	9.01	Firm lot price of: \$_____
8.	Development and acceptance of the Launch Event Plan	11.01	Firm lot price of: \$_____
9.	Development and acceptance of the Final Program Output Report	14.01	Firm lot price of: \$_____
10.	Assisting with Development of Independent Evaluation	13.03	Firm lot price of: \$_____
<b>Total Price Table A:</b>			\$_____

**Table B – Implementation Milestones**

A	B	C	D	E	F
Item	Milestone Description (delivered and approved)	SOW reference(s)	Spring Readiness Firm Lot Price (March 1 to June 14, 2015)	Fall Readiness Top-up Price (October 19, 2015)	Total (column D + column E)
1.	Implementation and maintenance of the Website	5.02 5.03	Firm lot price of: \$ _____	Top-up price of: \$ _____	\$ _____
2.	Implementation of the Promotion and Participation Strategy	6.03	Firm lot price of: \$ _____	Top-up price of: \$ _____	\$ _____
3.	Implementation of the Media Campaign and Media Relations	7.02 7.03	Firm lot price of: \$ _____	Top-up price of: \$ _____	\$ _____
4.	Implementation of the Launch Event Plan and delivery of the Launch Event	11.02	Firm lot price of: \$ _____	Top-up price of: \$ _____	\$ _____
5.	Administration of the SPE	12.01 12.02 12.03	Firm lot price of: \$ _____	Top-up price of: \$ _____	\$ _____
<b>Total Price Table B:</b>					\$ _____

**Table C – Production and Distribution Milestones**

A	B	C	D	E	F
Item	Milestone Description (delivered and approved)	SOW reference(s)	Firm Unit Price	Estimated Level of Effort	Total (column D x column E = column F)
1.	Production and Distribution of the Pedagogical Resources	8.02 8.03 (excluding the shipping costs associated with 8.03.02 and 8.03.03)	\$ _____ per participating Educator	35,000 Educators	\$ _____
2.	Production and Distribution of the Educator Training Materials	9.02 9.03 (excluding the shipping costs associated with 9.03.02 and 9.03.03)	\$ _____ per participating Educator	35,000 Educators	\$ _____
3.	Request for, distribution of and tracking of all Election Material	10.01 (excluding the shipping costs associated with 10.01.05 and 10.01.06)	\$ _____ per participating Educator	35,000 Educators	\$ _____
4.	Production and Distribution of the SPE Ballots	10.02 (excluding the shipping costs associated with 10.02.03 and 10.02.04)	\$ _____ per SPE Ballot	35,000 SPE Ballots	\$ _____
<b>Total Price Table C:</b>					\$ _____

**Table D – Additional Tasks**

A		B	C	D	E
Item	Task Description	SOW reference(s)	Firm Hourly Rate	Estimated Level of Effort	Total (column D x column E = column F)
1.	Development, implementation and reporting of Program Outcome Strategy	15.01 15.02	\$_____	225 hours	\$_____
2.	Services Related to Other Electoral Events – Adapting/Updating Materials for the Program	16.01	For Other Electoral Event that occurs any time before January 1, 2018 \$_____	150 hours	\$_____
3.	Services Related to Other Electoral Events – Implementing the Program	16.02	For Other Electoral Event that occurs any time before January 1, 2018 \$_____	600 hours	\$_____
<b>Total Price Table D:</b>					\$_____

**Table E – Determination of the Proposal Price For Evaluation Purposes**

<b>Table</b>	<b>Total Proposal Price</b>
Table A – Development Milestones, Items 1 to 10	\$_____ Total Price Table A
Table B – Implementation Milestones, Items 1 to 5	\$_____ Total Price Table B
Table C – Production and Distribution Milestones, Items 1 to 4	\$_____ Total Price Table C
Table D – Additional Tasks, Items 1 to 3	\$_____ Total Price Table D
<b>Total Proposal Price</b>	<b>\$_____ (Table A + B + C + D)</b>

# **Student Parallel Election Program**

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## **PART 9**

### **Certificates**

## Certificates

### 1. Independent Proposal

1.1. I, the undersigned, on behalf of \_\_\_\_\_ [insert name of Bidder] (the “Bidder”) in submitting the accompanying proposal (the “proposal”) to Elections Canada for the Student Parallel Election Program hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
  - i. has been requested to submit a proposal in response to the request for proposal;
  - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):

- i.  the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

**OR**

- ii.  the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices
  - ii. methods, factors or formulas used to calculate prices;
  - iii. the intention or decisions to submit, or not to submit, a proposal; or
  - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

## 2. Federal Contractors Program

- 2.1. The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Human Resources and Skills Development Canada (HRSDC) Website.
- 2.2. The Bidder certifies as follows (check only one of the following):
- (a)  it does not have a work force in Canada;
  - (b)  it is a public sector employer;
  - (c)  it is a [federally regulated employer](#) being subject to the *Employment Equity Act*;
  - (d)  it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;
  - (e)  it has a combined workforce in Canada of 100 or more employees; and

- i.  it already has a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

**OR**

- ii.  it has submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a)  it is not a joint venture;

**OR**

- (b)  it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

### 3. Former Public Servant

3.1. Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

3.2. For the purposes of this clause,

“former public servant” is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

“lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

“pension” means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA)*, R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

- 3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES**  **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

- 3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES**  **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;

(g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

- 3.5. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 3.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### **4. Status and Availability of Resources**

- 4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every resource proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of its proposed resources, the Bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
  - (b) request that the Bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.
- 4.2. If the Bidder has proposed any resource who is not an employee of the Bidder, the Bidder certifies that it has the permission from that resource to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the Bidder and of his/her availability.

#### **5. Education and Experience**

- 5.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every resource proposed by the Bidder for the requirement is capable of performing the Work described in the Contract.

#### **6. Avoidance of Political Partisanship**

- 6.1. The Bidder certifies that:

- (a) he/she or its officers and employees who will be responsible for the performance of the Work or supervising the carrying out of the Work set out in the Contract, is/are not presently, or will not become engaged during the Term of the Contract, should the bidder be awarded the Contract, should the bidder be awarded the Contract, in politically partisan activities at the federal, provincial or territorial level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial or territorial political party or candidate for federal, provincial or territorial elective office, or any federal, provincial or territorial referendum committee;
- (b) he/she or its officers and employees who will be responsible for the performance of the Work or supervising the carrying out the Work set out in the Contract shall not perform work or supervise work for or on behalf of any federal, provincial or territorial political party nor any candidate for federal, provincial or territorial elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial or territorial level, nor any federal, provincial or territorial referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

6.2. The certification in Subsection 6.1 does not prevent the Bidder or its officers and employees, who perform or supervise the Work set out in the Contract, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

## **7. Privacy Act and Personal Information Protection and Electronic Documents Act**

7.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, Contract and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

## **8. Minimum Participation Level**

8.1. The Bidder certifies that one of the educational program's identified in response to M1 of the Technical Evaluation Criteria had a minimum participation level of:

15% of Canadian schools

**OR**

8% of Canadian students

**9. General**

- 9.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 9.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

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Signature of the Authorized Representative of Bidder

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Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder: