

#### Purchasing Office | Bureau des Achats

Data Center and Workplace Technology Devices Procurement Division | Division de l'approvisionnement des centres de

données et appareils technologiques en milieu de travail Procurement and Vendor Relationships |

Acquisitions et relations avec les fournisseurs Shared Services Canada | Services partagés Canada 180 rue Kent St. PO Box/CP 9808 STS T CSC, Ottawa Ontario, K1G 4A8

Submit bids to: Email: Roxanne.S.Pelletier@ssc-spc.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### Proposal To: Shared Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

# Proposition aux: Services partagés Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

#### Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

# Comments - Commentaires

This document contains a Security Requirement

Title – Sujet					
Human Factors Professionals (HFP)					
Solicitation No. – N° de l'invitation	Date				
R95563	January 27, 2	023			
Client Reference No. – N° référence du client					
R95563					
GETS Reference No. – N° de reference de SEA R95563	G				
Solicitation Closes – L'invitation prend fin		Time Zone			
at – à 02 :00 PM		Fuseau horaire			
on – le March 8, 2023					
F.O.B F.A.B.					
Plant-Usine: Destination: 🗹 Other-	Autre: 🛛				
Address Inquiries to : - Adresser toutes question	ons à:	Buyer Id – Id de			
Roxanne Pelletier		l'acheteur			
Roxanne.S.Pelletier@ssc-spc.gc.ca		CCW			
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :					
See Herein					

#### Instructions: Voir aux présentes

Delivery required - Livraison exigée	Delivery Offered – Livraison propose
See Herein	
Vendor/firm Name and address - Raison s	ociale et adresse du fournisseur/de
l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sig	n on behalf of Vendor/firm (type or
print) - Nom et titre de la personne autori	
l'entrepreneur (taper ou écrire en caractè	5
Signature	Date
Signature	Date



Shared ServicesServices partagésCanadaCanada Canada

# HUMAN FACTORS PROFESSIONALS (HFP)

FOR

# SHARED SERVICES CANADA

# **REQUEST FOR PROPOSAL (RFP)**



# TITLE

Bid solicitation R95563 issued for the provision of Human Factors Professionals (HFP) services.

# PART 1 – GENERAL INFORMATION

#### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: Pricing Schedule, Technical and Financial Criteria and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Task Authorization Form, Sample MS Office Excel Spreadsheet for Period Usage Reports – Contracts with TAs.

#### 1.2 Summary

1.2.1 Shared Services Canada is seeking to establish three (3) contracts on an "as and when requested" basis. The contract will be issued from contract award ending one (1) year later with, four (4), one (1) year Option Periods.

1.2.2 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 Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

1.2.3 The resulting contracts will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). All requirements for delivery within CLCA are to be processed individually.



1.2.4 The following Categories of training are required on an "as and when requested" basis in accordance with Annex "B":

SERVICES	ESTIMATED Number of resources per contract
Human Factors Professionals (HFP)	5
Occupational therapist	
Speech pathologist	
Kinesiologist	

#### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **1.4 Volumetric Data**

The inclusion of volumetric data in this document is for reference purposes only and does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

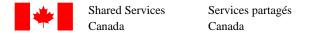
#### 1.5 Conflict of Interest – Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid 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 bid solicitation 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 bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.



Where Canada intends to reject a bid 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 bid closing. By submitting a bid, 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 Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



# PART 2 – BIDDER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Sub-sections 04 and 05 of Section 01, Code of Conduct and Certifications - Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements incorporated by referenced above are hereby deleted in their entirety and replaced with the following:

Canada may, at any time, request that a Bidder provides a properly completed and signed Consent to a Criminal Record Verification Form and related documentation for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: one hundred twenty (180) calendar days

#### Additional SACC Manual Clauses

<u>2035</u> (2022-12-01) Standard Acquisition Clauses and Conditions - General conditions: Higher Complexity – Services.

#### 2.2 Submission of Bids

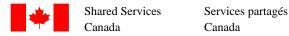
Bids may only be submitted by email to: <u>Roxanne.S.Pelletier@ssc-spc.gc.ca</u> by the date and time indicated on the cover page of this solicitation.

Due to the nature of this bid solicitation, bids transmitted by facsimile to SSC will not be accepted.

#### 2.3 Former Public Servant

Contracts awarded to 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 awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within



which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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 a pension or annual allowance paid under the <u>Public Service Superannuation Act (PSSA)</u>, R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted</u> <u>Police Superannuation Act</u>, R.S., 1985, c. R-11, <u>the Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes() No()



If so, 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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 Applicable Taxes.

#### 2.4 Inquiries - Bid Solicitation

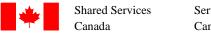
All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



# **PART 3 – BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

#### Bidders must email their submission directly to: Roxanne.S.Pelletier@ssc-spc.gc.ca

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy) Section II: Financial Bid (1 soft copy) Section III: Certifications not included in the Technical Bid (1 soft copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Greeen Procurement</u>.

To assist Canada in reaching its objectives, bidders should:

- 1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders 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 bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule Payment provided in Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. Variation in Rates By Time Period: For any given Category, where the financial tables provided by Canada allow different firm rates to be charged for a category during different time periods:
  - i. the rate bid must not increase by more than 5% from one time period to the next, and



- ii. the rate bid for the same Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:**Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

#### e. Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 15% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- A. an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- B. in relation to the invoice in (A), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);and
- *C.* the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (A.), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.



- f. Bidders must submit their (price(s) and/or rate(s)), FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- **g.** When preparing their financial bid, bidders should review the basis of payment in Annex B and Financial Evaluation in Part 4.
- h. Bidders should include the following information in their financial bid:
- 1. Their legal name;
- 2. Their Procurement Business Number (PBN); and
- 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a. their bid; and
  - b. any contract that may result from their bid.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



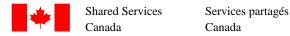
### ATTACHMENT 1 to PART 3, PRICING SCHEDULE

1.0 The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below, its quoted all inclusive fixed rate (in Can \$) for each of the categories identified.

2.0 The prices and rates included in this pricing schedule <u>exclude</u> the total estimated cost of the authorized travel and living expenses described in Part 7 of the bid solicitation.

3.0 The prices and rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be performed inside the National Capital Region (NCR) defined in the <u>National Cd will apital Act (R.S.C., 1985, c. N-4)</u>, available on the Justice Website (<u>http://laws.justice.gc.ca/eng/acts/N-4/)</u>."

SERVICES	ESTIMATED Number of resources per contract	HUMAN FACTORS PROFESSIONALS (HFP)				
Human Factors Professionals (HFP)	-	HOURLY RATE INITIAL CONTRACT PERIOD	HOURLY RATE OPTION PERIOD 1	HOURLY RATE OPTION PERIOD 2	HOURLY RATE OPTION PERIOD 3	HOURLY RATE OPTION PERIOD 4
Occupational therapist						
Speech pathologis	t					
Kinesiologist						



#### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

(b) An evaluation team composed of representatives of the Client and SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- (c) In addition to any other time periods established in the bid solicitation:
  - (i) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### **4.2** Joint Venture Experience

a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.



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Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- $\circ$  Contracts all signed by A and B in joint venture, or
- $\circ$   $\,$  Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.3 Technical Evaluation

#### 4.3.1 Mandatory Technical Criteria

(a) Refer to Attachment 1 to Part 4. Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

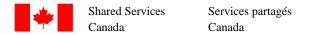
#### 4.3.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero. Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Bids which fail to obtain the total required minimum number of points specified for each seperate rated criteria, will be declared non- responsive. Bids that do not obtain the overrall required pass mark of 70% for the point-rated technical criteria specified in this bid solicitation should be addressed separately.

**4.3.3 Reference Checks:** Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information assessed. Points will not be allocated nor a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated nor a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

**4.3.4 Number of Resources Evaluated**:. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to satisfy the specific requirement based on the TA Form's Statement of Work.

**4.3.5 Technically Responsive Bid**: A technically responsive bid is one that complies with the mandatory requirements of this bid solicitation, meets all mandatory evaluation criteria and obtains the required pass mark



#### 4.3.6 Financial Evaluation

For bid evaluation and Contractor selection puposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3

#### 4.4 Basis of Selection

### 4.4.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

**4.4.2** Bids not meeting 4.4.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

**4.4.3** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PSi = LP / Pi \times 30$ . Pi is the evaluated price (P) of each responsive bid (i).

**4.4.4** A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): TMSi = OSi x 70. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

**4.4.5** The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi .

**4.4.6** The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

**4.4.7** The table below illustrates an <u>example</u> where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Score (OS)		190/200	180/200	170/200
Bid Evaluated H	Price (*)	\$500.00	\$475.00	\$450.00 (*)
Calculations	Technical Merit Score (TMS)	190/200 x 70 = 66.50	180/200 x 70 = 63	$170/200 \ge 70 = 59.50$
		450/500 x 30 = 27	450/475 x 30 = 28.42	450/450 x 30 = 30
Combined Rating (CR)		93.50	91.42	89.50
Overall Rating		1 <sup>st</sup>	2nd	3 <sup>rd</sup>



# ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

#### Mandatory Technical Criteria (MT)

The Bids must meet all the mandatory technical criteria indicated below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet all the mandatory technical criteria will be declared non-responsive. Each technical criterion should be addressed separately.

No.	Description	Met/Not Met	Cross Reference to Proposal
M1	The vendor must provide a detailed description that includes how it provides service across Canada. The description must include the following:		
	<ul> <li>Explanation of:</li> <li>intake, evaluation &amp; job assessment processes;</li> <li>service timelines;</li> <li>description of services and skills;</li> <li>reporting and follow-up procedures.</li> </ul>		
	<ul> <li>Demonstration of experience in:</li> <li>supervising and ensuring service delivery;</li> <li>providing OT, SLP and Kinesiology support for adult clients;</li> <li>working with persons with diaphilition ? making</li> </ul>		
	<ul> <li>disabilities &amp; making recommendations for accommodations;</li> <li>identifying appropriate AAC devices and providing training;</li> <li>providing Communication Partner Training (CPT);</li> </ul>		
	<ul> <li>designing &amp; constructing physical adaptive technology setups, providing in-home services;</li> <li>supporting cognitive skills development for client such as</li> </ul>		



		1
	task prioritization, anxiety	
	management, time management	
	training, set up of schedules and	
	reminders, use of software and	
	apps etc.	
	<ul> <li>making holistic accommodation</li> </ul>	
	recommendations;	
	<ul> <li>alleviating client frustration and/or</li> </ul>	
	upset;	
	- any other appropriate areas of	
	client services, accommodation or	
	adaptive technology expertise.	
M2	Location	
	The vendor must have established	
	service locations in three regions, with	
	permanent staff associated with each	
	location. The vendor must have a	
	minimum of one physical location in a	
	city in each of: Western, Central, and	
	Eastern Canada in order to support	
	regional clients. The definition of regions	
	is based on Discover Canada –	
	Canada's Regions.	
	To demonstrate, the bidder must provide	
	· · · · · · · · · · · · · · · · · · ·	
	the complete mailing address including	
	postal code and a list of staff attached to	
	each location.	
M3	Bidder's Proposed Team	
	The Bidder must demonstrate that they	
	are able to provide a team of at least five	
	resources.	
	lesources.	
	Bidder must submit:	
	<ul> <li>detailed CVs demonstrating that</li> </ul>	
	each resource meets the minimum	
	mandatory requirements, including	
	a degree from a recognized	
	Canadian university with an	
	acceptable specialization in their	
	chosen field, or an equivalent as	
	established by a recognized	
	Canadian academic credentials	
	assessment service;	
L		



	<ul> <li>company photo ID;</li> <li>current qualification certificate or other evidence the HFP is in good standing with their certifying body.</li> </ul>	
	The team must include at least one each of:	
	<ul> <li>occupational therapist(s)</li> <li>speech pathologist(s)</li> <li>Kinesiologist(s)</li> </ul>	
	In the case of Kinesiologists, the vendor must also submit a written document detailing how the resource has an understanding of non-standard physiology and seating.	
M4	Official Language The bidder must certify that it can provide Occupational Therapy, Speech Language Pathology, and Kinesiology services in both official languages. If there is a regional hub with only unilingual employees, the bidder must demonstrate how it will provide service in both official languages to a client in that region.	
	To demonstrate, the bidder must provide a written statement confirming bilingual HFP and a description of its process for supporting clients in both Official Languages.	
M5	<b>Security</b> The bidder must hold or obtain a valid Reliability security facility clearance.	
	<ul> <li>To demonstrate, please submit:</li> <li>Name of bidder as it appears on security clearance application form;</li> <li>Level of security clearance obtained;</li> </ul>	
	- File number.	



	If the bidder does not hold a valid security facility clearance, the bidder must fill out and submit the APPLICATION FOR REGISTRATION (AFR) form under Annexe D	
M6	<b>File Storage</b> HFP service providers must have a secure and reliable digital storing location for their files and a platform with which to share them safely over emails.	
	In order to demonstrate, vendor must provide a description of how they manage, store, and transmit files between practitioners, and between practitioners and clients.	
M7	The HFP service provider must demonstrate that their employees have received First Nations cultural sensitivity training.	
	To demonstrate, the vendor must provide a description of the cultural sensitivity training it has provided or acquired for staff, as well as certify that all staff have completed the appropriate training.	
M8	<b>Clients with Disabilities</b> Bidding agency or HFP service providers must provide proof of recent and significant experience in supporting people with disabilities including a minimum of 24 months experience supporting clients with cognitive disabilities and 24 months experience supporting clients with mobility and dexterity disabilities.	
	<ul> <li>To demonstrate, please provide written evidence including:</li> <li>the location in which the work was done;</li> <li>start and end date of the work experience;</li> </ul>	



		I
	<ul> <li>a brief description of the work and clientele served;</li> </ul>	
	- name and contact information	
	(phone number, email address,	
	address) of the Project	
	Authority/contact point name who	
	can attest to their experience.	
M9	Bidding agency or HFP service providers	
	must submit a written description that	
	demonstrates experience working with	
	adults with at least one of these different	
	disability types:	
	- auditory,	
	- visual,	
	- difficulty with physical medicine,	
	- cognitive,	
	- neurodevelopmental other	
	physical disabilities.	
	priysical disabilities.	
	To demonstrate, please provide written	
	evidence including:	
	- the location in which the work was	
	done:	
	- start and end date of the work	
	experience;	
	- a brief description of the work and	
	clientele served;	
	- name and contact information	
	(phone number, email address,	
	a , ,	
	address) of the Project	
	Authority/contact point name who	
	can attest to their experience.	



### **1.2 Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

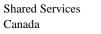
<u>Bids which fail to obtain the TOTAL required minimum number of points specified for the rated criteria will be declared non- responsive. Each point-rated technical criterion should be addressed separately.</u>

No.	Rated Requirement	Points	Max Points	Demonstrated Experience/ Cross Reference to the Proposal
R1	The HFP provider should demonstrate that they have additional service sites in multiple geographic regions by providing mailing addresses for any of their hub locations.	3 sites: 3 points 4 sites: 0.5 points 5 sites: 0.5 points	4 points	
R2	The agency should meet the agreed-upon client service standards with their staff. In the event that the agency staff are unable to meet the client service standards, the agency has established processes to supplement their staff's work with subcontracted HFP's with equivalent professional qualifications. Any bidding agency subcontractors should provide proof that they have received a degree in their relevant subfield from a recognized Canadian university and are in good standing with all appropriate governing bodies. meet the same	unable to subcontract = 0 points being able to subcontract = 3 points	3 points	



	educational and experience requirements as HFP service providers. Each contractor should meet the HFP job qualifications: - degree from a recognized Canadian university with an acceptable specialization in their chosen field, or an equivalent as established by a recognized Canadian academic credentials assessment service; - current qualification certificate or other evidence the HFP is in good standing with their certifying body. To demonstrate this, the vendor should provide documentation of their process for determining the need for subcontractors, as well as processes for onboarding and supervising the work of			
	HFP subcontractors.	1.0	7	
R3	HFP service provider should demonstrate additional years of experience in supervising and ensuring service delivery beyond what is required in the mandatory criteria.	1 - 2 years = 3 points 2 - 3 years = 2 points 3 +years = 2 points	7 points	



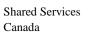


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	To demonstrate, the contractor should			
	provide: - the location in which			
	the work was done;			
	- start and end date of			
	the work experience;			
	- a brief description of			
	the work and clientele			
	served;			
	- name and contact			
	information (phone			
	number, email			
	address, address) of			
	the Project Authority/			
	contact point name			
	who can attest to their			
R4	experience. HFP Service Provider	1 additional type =	6 points	
114	should demonstrate	2 points	o points	
	experience supporting			
	multiple disability types	2 additional types		
	beyond the one type	= 2  points		
	required for the			
	mandatory criteria:	3 + additional		
	- auditory,	types = $2 \text{ points}$		
	- visual,			
	- difficulty with physical			
	medicine,			
	- cognitive,			
	- neurodevelopmental,			
	- other physical			
	disabilities.			
	To demonstrate, the			
	contractor should			
	provide:			
	- the location in which			
	the work was done;			
	- start and end date of			
	the work experience;			
	- a brief description of			
	the work and clientele			
	served;			
	- name and contact			
	information (phone			



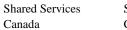
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R5	number, email address, address) of the Project Authority/ contact point name who can attest to their experience. The HFP service		3 points	
	provider should demonstrate how they would respond to a client who is refusing their help.	For each answer deemed relevant and satisfactory = 1 point		
	<ul> <li>The contractor should provide an example for EACH of:</li> <li>occupational therapist,</li> <li>speech language pathologist,</li> <li>kinesiologist.</li> </ul>			
	<ul> <li>Each example should include:</li> <li>the location in which the work was done;</li> <li>start and end date of the work experience;</li> <li>a brief description of the work and clientele served;</li> <li>name and contact information (phone number, email address, address) of the Project Authority/ contact point name who can attest to their experience.</li> </ul>			
	<ul> <li>The response will be evaluated as follows:</li> <li>relevancy of example;</li> <li>professionalism and respect for Persons with disabilities;</li> </ul>			





	- positive outcome of			
	situation.			
R6	The HFP service provider should demonstrate months working with individuals with cognitive disabilities (beyond the 24 mandatory months of experience).	24 - 29 months = 2 points 30 - 34 months = 1 point 35 + months = 1 point	4 points	
R7	Additional months working with individuals with mobility and dexterity disabilities (beyond the 24 mandatory months of experience).	24 - 29 months = 2 points 30 - 34 months = 1 point 35 + months = 1 point	4 points	
R8	The Service provider should demonstrate that they provide education to employees / yearly professional development, either in- house or through a training body or similar In order to demonstrate, the Bidder should provide documentation on its policy and training offerings for its employees.	Does not provide education = 0 points Provides education = 5 points	5 points	
R9	The Service provider should demonstrate knowledge of First Nations Peoples customs and/or language. In order to demonstrate, the vendor should provide paperwork confirming that the team contains First Nations members, or the submission of any paperwork/certificates	no= 0 points yes= 0.5 points	0.5 points	





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	completed for relevant			
	courses and certify that			
	all staff have completed			
	the appropriate training.			
R10	The vendor should	no= 0 points	0.5 points	
	demonstrate that its team	yes=0.5 points		
	has cultural sensitivity			
	training that has a			
	training scope beyond			
	First Nations Peoples.			
	In order to demonstrate			
	this the vendor should			
	provide a description of			
	the cultural sensitivity			
	training it has provided or			
	acquired for staff, as well			
	as certify that all staff			
	have completed the			
	appropriate training.			
R11	The vendor should	Does not have	1 point	
	demonstrate that they	fully bilingual staff		
	employ staff who are	= 0 points		
	bilingual in both Official			
	Languages at all regional	Fully bilingual staff		
	hubs.	= 1  point		
	To demonstrate, the			
	bidder should provide a			
	written statement to this			
	effect.			
R12	Ability to provide services	Ability to provide	1 point	
	in up to four additional	services in one	<b>I</b>	
	languages beyond	additional		
	English and French.	language beyond		
		English and		
	To demonstrate, the	French =		
	should must provide a	0.25 points		
	written statement to this			
	effect.	Ability to provide		
		services in two		
		additional		
		languages beyond		
		English and		
		French =		
		0.25 points		
		0.20 0000		



	Ability to provide services in three additional languages beyond English and French = 0.25 points Ability to provide services in four additional languages beyond English and French = 0.25 points		
Minimu m Points required		23	
Total Possible Points that can be attained:		39	

# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications and Additional Information Required with the Bid

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Integrity Provisions of the Standard Instructions</u>, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

#### 5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

# 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the



Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additionnal Certifications Precedent to Contract Award, includes a copy of the certification to provide.

#### 5.2.2 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award .

## ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit the <u>Employment</u> and <u>Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-</u> social-development/programs/employment-equity/federal-contractor-program.html). Date:\_\_\_\_\_\_Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and / or permanent part-time employees.
- () A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent fulltime and/or permanent part-time employees.
- () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with ESDC-Labour.

or

- () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-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 ESDC-Labour.
- B. Instructions to the Bidder: Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

or

() B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

## 2. Status and Availability of Resources

Shared Services

Canada

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### 3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, 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 individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

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

# PART 6 – SECURITY REQUIREMENT

#### 6.1 Security Requirement

1. 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP/ISS/PWGSC.

3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/ PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Contract Security Manual (Latest Edition).



# PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

- a. \_\_\_\_\_\_ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. Client(s) : Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location

# 7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

# 7.2 TASK AUTHORIZATION ("TA")

- a. As and When Requested Task Authorizations: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk
- c. Form and Content of Task Authorization :



- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 3 to Annex A.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
  - A. a task number;
  - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - C. the details of any financial coding to be used;
  - D. the type of training and the number of courses required;
  - E. the start and completion dates;
  - F. whether the work requires on-site activities and the location;
  - G. the language profile of the resources required;
  - H. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - I. any other constraints that might affect the completion of the task.
- d. Contractor's Response to Draft Task Authorization: The Contractor must respond within two (2) working days indicating they can meet the task, and provide the Technical Authority within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

#### e. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

- I. To be validly issued, a TA must be signed by the Contracting Authority.
- II. Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

#### f. Periodic Usage Reports:

i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a



quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

- ii. The quarterly periods are defined as follows:
  - A. April 1 to June 30;
  - B. July 1 to September 30;
  - C. October 1 to December 31; and
  - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
  - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - B. a title or a brief description of the task;
  - C. the total estimated cost specified in the TA (applicable taxes extra);
  - D. the total amount (applicable taxes extra) expended to date;
  - E. the start and completion date; and
  - F. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)
  - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
  - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- g. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

#### h. Minimum Work Guarantee

In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and **"Minimum Contract Value**" means 1% of the Maximum Contract Value on the date the contract is first issued.

- i. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- ii. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- iii. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract for default.



iv. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or for convenience within ten business days of Contract award.

### j.Refusal of Task Authorizations:

The Contractor is not required to submit a quotation in response to every TA Form issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA Form issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories dentified in the TA Form at pricing not exceeding the rates of Annex B.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines /standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract

#### Supplemental General Conditions

4010 (2012-07-16) Services - Higher Complexity, apply to and form part of the Contract.

#### 7.3.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.3.4 **Security Requirement**

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP/ISS/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.



- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/ PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:

Security Requirements Check List and security guide (if applicable), (a) attached at Annex C: Contract Security Manual (Latest Edition). (b)

### 7.4 Term of Contract

Canada

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract award ending one (1) year later.

#### 7.4.2 **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separare contract

### 7.5 Authorities

#### 7.5.1 **Contracting Authority**

The Contracting Authority for the Contract is: Roxanne Pelletier Name: Title: Procurement Officer **Department: Shared Services Canada** Roxanne.S.Pelletier@ssc-spc.gc.ca Email:

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.

#### 7.5.2 **Project Authority**

(Fill in at time of contract award)

Name:
Title:
Organization:
Address:



Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

(Fill in at time of contract award.)
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

### 7.6 PAYMENT

### 7.6.1 Basis of Payment

The Basis of Payment for each task will be identified at the time of TA issuance.

### 7.6.2 Authorized TA

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.6.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_.
   Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.



4. 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 Canada's liability.

### 7.6.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**7.6.5 Competitive Award**: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

**7.6.6 Purpose of Estimates**: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

### 7.6.7 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### 7.7 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- e. The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
- f. If applicable The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.



- g. For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- h. If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

### 7. 8 CERTIFICATION AND ADDITIONAL INFORMATION

### 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_. (insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

### 7.10 PRIORITY DOCUMENTS

If there is a discrepancy between the wording 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.

- a) the Articles of Agreement;
- b) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Checklist (SRCL)
- f) Annex D, APPLICATION FOR REGISTRATION (AFR)
- g) Annex E, ICT Accessibility Requirements
- h) Annex F, Accessibility Guidance for Printed Documents
- i) the signed Task Authorizations (including all of its annexes, if any); and
- j) the Contractor's bid dated \_\_\_\_\_.

### 7.11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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.

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor) SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

### 7.12 INSURANCE REQUIREMENTS

- (a) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor 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 the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.13 COMMERCIAL GENERAL LIABILITY INSURANCE

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
  - i. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - ii. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - iii. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - iv. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - v. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - vi. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- ix. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) х. days written notice of policy cancellation.
- If the policy is written on a claims-made basis, coverage must be in place for a period of at least xi. 12 months after the completion or termination of the Contract.
- Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes xii. legally obligated to pay arising out of the operations of a subcontractor.
- xiii. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

#### 7.14 ERRORS AND OMISSIONS LIABILITY INSURANCE

- (a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (b) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (c) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

#### 7.15 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### (b) First Party Liability :

- The Contractor is fully liable for all damages to Canada, including indirect, special or i. consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties":
  - B. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property ii. owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade



secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- The Contractor is also liable for any other direct damages to Canada caused by the Contractor ٧. in any way relating to the Contract, including :
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

### (c) Third Party Claims :

- Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death: damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



iv.

### 7.16 JOINT VENTURE (if applicable)

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_\_ and that it is comprised of the following members:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_\_
- (b) With respect to the relationship among the 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 fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) 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.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

### 7.17 PROFESSIONAL SERVICES – GENERAL

- (a) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

### **Replacement of Specific Individuals**



- 1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, gualifications and experience of a proposed replacement immediately available for Work; and
  - security information on the proposed replacement as specified by Canada, if applicable. b.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- Subject to an Excusable Delay, where Canada becomes aware that a specific individual 2. identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - exercise Canada's rights or remedies under the Contract or at law, including terminating a. the Contract for default under Section titled "Default of the Contractor", or
  - assess the information provided under (c) (i) above or, if it has not yet been provided, b. require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
- Where an Excusable Delay applies. Canada may require (c) (ii) (B) above instead of terminating 3. under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- The obligations in this article apply despite any changes that Canada may have made to the 4. Client's operating environment.

#### 7.18 SAFEGUARDING ELECTRONIC MEDIA

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

#### 7.19 **REPRESENTATIONS AND WARRANTIES**

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications,



expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

### 7.20 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### 7.21 MATERIALS AND TOOLS

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority



## 7.22. PROTECTION AND SECURITY OF DATA STORED IN DATABASED

- 1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
- a. equivalent protections are given to personal information as in Canada under legislation such as the <u>Privacy Act</u>, R.S. 1985, c.P-21, and the <u>Personal Information Protection and Electronic Documents</u> <u>Act</u>, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
- b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
- 2. In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
- 3. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 4. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- 5. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- 6. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- 7. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

### ANNEX A, STATEMENT OF WORK HUMAN FACTORS PROFESSIONALS (HFP) ACCESSIBILITY, ACCOMMODATIONS AND ADAPTIVE COMPUTER TECHNOLOGY (AAACT) PROGRAM

## Requirements

The Accessibility, Accommodation & Adaptive Computer Technology (AAACT) program and its Lending Library Service Pilot (LLSP) Project at Shared Services Canada is seeking the services of Human Factors Professional (HFP) service providers who will coordinate and provide the following services:

- Provide expertise on Occupational Therapy, Speech Language Pathology, and Kinesiology to the AAACT and LLSP teams.
- Support AAACT Client Services team and other AAACT employees in the form of interviews, job demand assessments, accommodation recommendations and implementation, and training and support in subjects such as anxiety and time management for AAACT clients with disabilities. Disabilities supported include cognitive and learning disabilities, dexterity and motor control disabilities, communication needs, and ergonomic requirements.
- Support LLSP staff in providing evaluations, recommendations, and training on accommodation, ergonomic support, and adaptive technology for clients with short term accommodation needs. The service provider will also participate in the design, creation, configuration and implementation of personalized "mobile offices" of adaptive technology and ergonomic supports to create holistic solutions for clients.

## Background

The AAACT program, led by Shared Services Canada, aims to make the Government of Canada's (GC's) vision of Canada being a global example of a barrier free and inclusive public service a reality. AAACT offers a variety of services in order to make that reality possible. These include training, tools and testing services to help GC departments create accessible content that is inclusive by design (e.g., accessible documents and presentations), offering a wide range of adaptive technologies (e.g., computers), tools, training, services and resources for public servants with disabilities/injuries and creating individual workplans that enable public servants to work collaboratively in a safe, productive and accessible work environment. Any or all of these services may be conducted in person or remotely. Given workplace changes due to COVID-19, conducting these services remotely has increased substantially.

The LLSP was created by AAACT in 2019 in response to key findings found in the Public Service Accessibility Strategy and the Office of Public Service Accessibility's surveys on Workplace Accommodation which were that traditional procurement and



assessment processes for obtaining accommodations for federal public service employees could be lengthy.

The LLSP was originally created to address in a timely manner the workplace accommodation needs of short-term employees (e.g., students, casuals) with disabilities/injuries in order to maximise their working potential during their terms, the LLSP has recently expanded its services scope to also include federal public service indeterminate and determinate employees with temporary/episodic disabilities or injuries. In light of current and future workplace changes due to COVID-19 including increased teleworking from home and potentially a future hybrid working environment , the LLSP, in conjunction with AAACT, required the services of Human Factors Professional (HFP) service providers.

The LLSP was announced by the Honourable Joyce Murray, Minister of Digital Government on January 22, 2021. It is funded in partnership with the Treasury Board of Canada Secretariat through the Centralized Enabling Workplace Fund.

## Objective

AAACT and the LLSP would like to obtain services for each of the two services mentioned above, on an as and when needed basis, in order to further the Program's and Pilot's aims of:

- Assisting and integrating employees with disabilities or injuries into the federal public service workplace (short term employees with disabilities/injuries and employees with temporary/episodic disabilities or injuries in the case of LLSP; indeterminate employees with persisting disabilities in the case of AAACT).
- Providing access to accessible computers, systems, programs, training and other related information regarding accessibility for clients and departments in the federal public service.
- Supporting the GC's commitment to be a global example of a barrier free and inclusive public service.
- Creating individual workplans that allow public servants to work in a safe and collaborative environment.
- Serving all GC employees and departments in person and remotely.
- Increasing work productivity with accommodations that are the right fit for clients and departments.
- Supporting the current remote workplace and preparing for a future federal public service where more employees can telework and go to the office less frequently.

These services will enable AAACT and the LLSP to adapt their services by supporting SSC in a successful transition to a more hybrid work environment.



# Scope of Work

The vendor (HFP service provider) may be required to work directly with the client and/or in collaboration with members of the AAACT and LLSP teams. Both the AAACT and LLSP specific services mentioned in the **Requirements** section can entail:

Client support for clients with cognitive and learning disabilities which may include:

Interviewing the client and manager.

Providing job demand assessment.

Making recommendations for accommodations: physical, cognitive and mental health (emotional is covered under mental health).

Working with the client to implement these accommodations.

Providing guidance and support to the client on how to deal with their anxiety.

Providing training on how to deal effectively with conflicting time demands.

Supporting the client to establish and maintain organizational skills.

Communication Partner Training (CPT).

Skills development for client such as time management training, set up of schedules and reminders, use of software and apps etc.

Client support for dexterity and motor control functions which may include:

- 1. Setting up assistive technology in client's homes across Canada
- 2. Designing physical set-up for assistive technology (AT) (appropriate placement of physical access devices, etc.)

Client support for their communication needs which may include:

- 1. Identifying appropriate Alternative and Augmentative Communication (AAC) devices
- 2. Providing training on using AAC devices
- 3. Providing Communication Partner Training
- 4. Training required for the use of speech to text technologies
- 5. Other training and support for speech

Client support for seating and positioning which may include:

1. Providing recommendations for seating in the case where the client requires nonstandard seating



- 2. Assisting in the correct set-up for seating and positioning in complex situations involving non-standard physiology.
- 3. Any other related services as required.

## LLSP specific services

1. Client support for creating personalized mobile offices which may include:

Consulting on personalized solutions for holistic workplace accommodations for mobile workers using assistive technology

Ensuring solutions provided are safe

2. Project level support for creating an accessible mobile office:

Consulting on prototypes for mobile office designs

Providing support and advice on mobile office equipment and configuration

All of the client support services outlined above shall be coordinated by a single project lead employed by the vendor. This person will be responsible for ensuring that the standards and levels of service provided in various regions are consistent and uphold the values and ethics of the Federal Public Service

(<u>https://www.canada.ca/en/government/publicservice/values.html</u>). The vendors will be required to coordinate and provide the LLSP specific services to LLSP clients. Many of the services outlined above do not involve computers. AAACT and its LLSP will facilitate smooth transition and delivery of services that do involve computers. This is outlined further in the **Document Security** section later on in the document.

## **Deliverables**

The vendor (HFP service provider) must:

- Respond to and have an initial visit with the client within the space of two weeks from the initial request for service
- Provide written detailed reports and summaries on each client to which they provide services that will include accommodation recommendations based on their client assessments
- Provide a detailed report the client within two weeks of their initial consultation appointment.
- Provide the Technical Authority with a list of recommendations within two weeks of the initial consultation appointment.
- In cases of on-going service, the vendor (HFP practitioner) should provide an email update on the progress of the case to the technical authority at least once every two weeks, with potential further follow-up by the client lead as necessary.



The vendors (HFP project lead) will meet as and when required with representatives from AAACT and the LLSP. A written report for the accessible mobile office to be used by AAACT and LLSP clients is to be given within 1 month of the end of discussions to be held which will outline the scope of the project.

## **Document Security**

The vendor (HFP service provider) must either already have or be willing to obtain a Reliability security clearance which is required given that they will be handling client information. Simultaneously, they are also expected to abide by the security standards of the company from which they are hired which pertain to secure digital storing locations for their files and a platform with which to share them safely over emails. This is needed for encrypted transmissions sent directly to clients, or documents with personal download links. As mentioned earlier, HFP detailed reports on clients will be sent directly to the clients themselves. Client permission is required to share their detailed report with any third party (including AAACT and the LLSP). AAACT and the LLSP's role is to facilitate client services rather than triage the HFP information, and will require only the HFP recommendations to proceed with client services.

## Travel

The vendor (HFP service providers) travel and living expenses will be paid for by Shared Services Canada (SSC) in accordance with the Travel Directive and Incidentals Policy. For services that involve working in client's homes, the contracted HFP service provider(s) working in the hub that is closest to the client's location will be assigned to work with them. Furthermore, when performing services in client's homes, the contracted HFP service provider(s) must follow the COVID-19 protocols of their organization and the COVID-19 provincial/territorial protocol of the province/territory they are performing the home services in.

## Instructions to Respondents

Please read all vendor-HFP requirements before sending and submitting HFP provider response for this RFP.

# Definitions

Adaptive (or Assistive) Technology (AT) within this document refers to any software, hardware or technology-enabled service that enables individuals who encounter barriers in performing their job, especially when using computers or other electronic equipment, to do so more successfully. While the term is not used in this document, some also refer to this as Adaptive Computer Technology.

**Human Factors Professional (HFP) service provider** within this document refers to an individual who is a certified Human Factors professional (speech language pathologists, kinesiologists, occupational therapists) who is an employee and not contracted by the service provider.



Speech Language Pathologists (SLP) within this document refer to certified individuals who are trained to assess, diagnose and treat speech, language, social communication, cognitive-communication and swallowing disorders in individuals.

Kinesiologists within this document refer to certified individuals who are trained to optimize client's mobility and quality of life with their specialized knowledge of human physiology and movement.

Occupational Therapists (OT) within this document refer to certified individuals who are trained health care professionals that help people resume or maintain participation in a variety of tasks such as their jobs, leisure and social activities, getting around, caring for themselves and their home.

**Communication Partner Training (CPT)** within this document refers to an evidencebased intervention that teaches communication partners how to best communicate with each other. While it is primarily applied for persons with aphasia (a stroke/brain injury), it is also applicable to persons with learning, cognitive and neurodevelopmental disabilities given that communication difficulties are a characteristic trait of these and similar differences.

Alternative and Augmentative Communication (AAC) devices within this document refer to devices used to aid an individual's communication especially if they are minimally or non-verbal (e.g., speech generating devices or computer screens with pictures, letters and words). These are also examples of assistive technologies.

Holistic workplace accommodations within this document refers to accommodations that take into consideration an individual's physical, cognitive, emotional and mental health.

### **APPENDIX 1 TO ANNEX A** TASKING ASSESSMENT PROCEDURE

- 1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix 2 to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 2. The vendor should propose one of the pre-gualified Teaching Resources that has been identified at the RFP stage. If any additional resources are proposed, the vendor must provide a proposal that clearly identifies that the additional proposal resource meets the mandatory and rated requirements for the "Teaching Resources", as per the RFP.
- 3. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



### APPENDIX 2 TO ANNEX A TASK AUTHORIZATION FORM EXAMPLE: Task Authorization Request and Acceptance Form Sigma/P2P Task Authorization form will be accepted as well.

TASK AUTHORIZATION (TA) FORM										
CONTRACTO			ACT NUMBER:							
COMMITMEN			IAL CODING:							
TASK		ISSUE D		E REQUIRED						
NUMBER				BY:						
1. STATEMEN	T OF WORK (W	ORK ACTIVITIE	S AND DELIVE	RABLES):						
SEE ATTACHED FOR STATEMENT OF WORK AND CERTIFICATIONS REQUIRED.										
2. PERIOD OF SERVICES: FROM (DATE): TO (DATE):										
3. WORK LOCATION:										
	QUIREMENTS:									
	REQUIREMEN									
6. OTHER CO	NDITIONS/CONS	STRAINTS:								
					DEDOONNEL					
7. LEVEL OF S	ECURITY CLEA	RANCE REQUI	RED FOR THE	CONTRACTOR'	PERSONNEL:					
	NAME	PWGSC								
RESOURCE	OF	SECURITY	PER DIEM	ESTIMATED #	TOTAL COST					
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			EST	IMATED COST						
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8. SIGNING AU Name, Title and		Contractor (sign	oturo)	Date:						
Individual Autho		Contractor (sign	lature)	Dale.						
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set out herein, referred to herein, or attached hereto, the services listed herein and in any attached										

### **APPENDIX 3 TO ANNEX A CERTIFICATIONS AT THE TA STAGE**

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

#### 1. **CERTIFICATION OF EDUCATION AND EXPERIENCE**

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

#### **CERTIFICATION OF AVAILABILITY OF PERSONNEL** 2.

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

#### **CERTIFICATION OF STATUS OF PERSONNEL** 3.

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

#### 4. **CERTIFICATION OF LANGUAGE**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are

fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors or;

fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date



### ANNEX B BASIS OF PAYMENT

### **Contract Period**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

For the purpose of this Contract, the firm rate is exclusive of meal breaks. Payment will be made for services rendered, with no provision for annual leave, statutory holidays and sick leave.

SERVICES	ESTIMATED Number of resources per contract	ESTIMATED NUMBER OF CUMULATIVE HOURS	
Human Factors Professionals (HFP)	5	310	FIRM HOURLY RATE
Occupational therapist			
Speech pathologist			
Kinesiologist			

### B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

### B-1 Extended Contract Option Period 1

SERVICES	ESTIMATED Number of resources per contract	ESTIMATED NUMBER OF CUMULATIVE HOURS	
Human Factors Professionals (HFP)	5	310	FIRM HOURLY RATE
Occupational therapist			
Speech pathologist			
Kinesiologist			



## B-2 Extended Contract Option Period 2

SERVICES	ESTIMATED Number of resources per contract	ESTIMATED NUMBER OF CUMULATIVE HOURS	
Human Factors Professionals (HFP)	5	310	FIRM HOURLY RATE
Occupational therapist			
Speech pathologist			
Kinesiologist			

## B-3 Extended Contract Option Period 3

SERVICES	ESTIMATED Number of resources per contract	ESTIMATED NUMBER OF CUMULATIVE HOURS	
Human Factors Professionals (HFP)	5	310	FIRM HOURLY RATE
Occupational therapist			
Speech pathologist			
Kinesiologist			



## B-4 Extended Contract Option Period 4

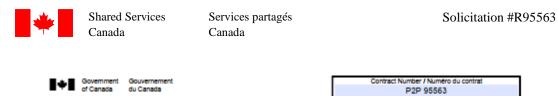
SERVICES	ESTIMATED Number of resources per contract	ESTIMATED NUMBER OF CUMULATIVE HOURS	
Human Factors Professionals (HFP)	5	310	FIRM HOURLY RATE
Occupational therapist			
Speech pathologist			
Kinesiologist			



## ANNEX C SECURITY REQUIREMENTS CHECKLIST (SRCL)

Government G	ouvernement			Contract Number / Numéro	du contrat
	u Canada			P2P 95563	
English Instructions	Instruct	ions français	8	ecurity Classification / Classific	
				UNCLASSIFIE	ED
	SI LISTE DE LIERE	ECURITY REQUIREM	ENTS CHECK I	LIST (SRCL)	21
PARTA - CONTRACT INF				S À LA SÉCURITÉ (LVER	5)
<ol> <li>Originating Government Ministère ou organisme</li> </ol>			NACTOELLE	2. Branch or Directorate / Directorate	
Ministère ou organisme Shared Services Can		e		Corporate Services - CIO	AAACT
3. a) Subcontract Number		sous-traitance 3, b) M	ame and Addres	s of Subcontractor / Nom et adr	esse du sous-traitant
4. Brief Description of Work	- Entre description du	in a la l			
Buman Factors Profess			rk for further inf	ormation.	
5. a) Will the supplier requ					No Ves
5. b) Will the supplier requ	H accès à des marchan ilre access to unclassifie		ubject to the prov	isions of the Technical Data Co	
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Règlement sur le cor	ntrôle des données techr	niques?			
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		Question 7. c) leau qui se trouve à la que			
<ol> <li>b) Will the supplier and No access to PROTE</li> </ol>	Its employees (e.g. clea ECTED and/or CLASSIE	ners, maintenance person IED information or assets	nel) require acce is permitted	ss to restricted access areas?	No Yes
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6. c) is this a commercial	courier or delivery requir	ement with no overnight s	storage?		Ves
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Canada		NATO / OTA		Foreign / Éb	
7. b) Release restrictions	-				
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Not releasable					
A ne pas diffuser					
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Specify country(les): / Préc	iser le(s) pays :	Specify country(les): / P	reciser ie(s) pays	: specify country(les)	: / Préciser le(s) pays :
7. c) Level of information	Niveau disformation				
PROTECTED A		NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	<u> </u>	NATO NON CLASSIFIÉ	<u> </u>	PROTÉGÉ A	
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TBS/SCT 350-103 (2004/12)					Canada

	Shared Services Canada	Services partagés Canada		Solicitation #R9
+	Government Gouvernement of Canada du Canada		P2P Security Classification	r / Numéro du contrat 95563 / Classification de sécurité ASSIFIED
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9. Will t Le fo	the supplier require access to extr ournisseur aura-t-il accès à des rer	emely sensitive INFOSEC information or assets nseignements ou à des biens INFOSEC de nat.	: ure extrêmement délicate?	No Yes Non Oul
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	ument Number / Numéro du docur 3 - PERRONNEL (RUPPLIER) / P	NEINT : ARTIE B - PERSONNEL (FOURNISSEUR)		
10. a) P	ersonnel security screening level r	equired / Niveau de contrôle de la sécurité du p	ersonnel reguls	TOP SECRET
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	Special comments: Commentaires spéciaux :			
	NOTE: If multiple levels of screet REMARQUE : 81 plusieurs niveau	ning are identified, a Security Classification Gui « de contrôle de sécurité sont requis, un guide «	de must be provided. de classification de la sécurité doit é	tre fourni.
	ay unscreened personnel be used		-0	No. 1 Yes
	Yes, will unscreened personnel be			Non Oul
	ians l'affirmative, le personnel en q			Non Oul
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11. b) W	Will the supplier be required to safe	guard COMSEC Information or assets? Sper des renseignements ou des biens COMSE	iC?	No Yes Non Oul
PRODU	JCTION			
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INFOR	MATION TECHNOLOGY (IT) MED	DIA / SUPPORT RELATIF À LA TECHNOLOG	E DE L'INFORMATION (TI)	
0	LASSIFIED Information or data? e fournisseur sera-Ni tenu d'utilise	Is IT systems to electronically process, produce r ses propres systèmes informatiques pour trait s PROTÉGÉS et/ou CLASSIFIÉS?		Mon Ves Mon Oui
D		een the supplier's IT systems and the governme e entre le système informatique du fournisseur		No Yes Non Oul
		Security Classification / Clas	sification de sécurité	Canadä



PART C (continued) / PARTIE C (suite)																
For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's stre(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.																
For users completing the form online (via the intenet), the summary chart is automatically populated by your responses to previous questions. Dans is cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisles dans le tableau récapitulair. SUMMARY CHART / TABLEAU RÉCAPITULATIF																
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Production																
IT Media Support TI		>														
IT Link Lien électronique		>														
12. a) is the description of the work contained within this BRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-élie de nature PROTEGE et/ou CLASSIFIÉE?     If Yes, classify this form by annotating the top and bottom in the area entitied "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiguant le niveau de sécurité dans la case initituiée.																
12. b) Will the document La documentation	asso	dée	á la p	résente LVE	R8 sera-	t-elle PF	ROTÉGÉE e	Nou CLASSI		ince Man		and l	India	_	No Non	Ves Oul
attaohments (e.g. Dans l'affirmative de sécurité » au l	. SEC	CRET	with or lo i	Attachment précent form	is). Julaire e	n Indiau	ant le nive	au de céourt	të dans	la cace li	ntitul	ée .	Class	sification		

TBS/SCT 350-103 (2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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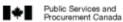
Security Classification / Classification de sécurité UNCLASSIFIED



## ANNEX D APPLICATION FOR REGISTRATION (AFR)



Shared Services Canada Services partagés Canada Solicitation #R95563



 Services publics et da Approvisionnement Canada Organization #



Protected (once completed)

### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

### Instructions for completing the Application for Registration (AFR)

### Privacy notice

The personal information is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordage, with Treasury Board's *Policy on Government Security* and *Standard on Security Screening* for the purposes of security assesstion of registration in the Contract Security Program under the Departmental Oversight Branch of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security clearance or security status and to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Caordian Security Intelligence Service to conduct the requisite checks and or/ investigation in accordance with the Policy on *Government Security* and *Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Your personal information is protected, used and disclosed in accordance with the *Privacy Act* and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 (<u>https://www.tpsgc-pwgsc.gc.ac/aiprp-atip/infosource-eng.html</u>).and the TBS standard personal information bank Personal Security Screening PSU 917 (<u>https://www.canada.ca/en/treasury-board-screetariat/scrvices/access-information-bukacy/access-information-about-programs-information-holdinos/standard-personal-informa-<u>tion-banks.html//psu917</u>). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for five years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for five years after the termination of the contract, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources sources sources swill be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention <u>period.r</u></u>

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at <u>TPSGC.ViePrivace-Privacy.PWGSC@tpsgc-pwgsc.gc.ca</u>, or by regular mail at the following address: Access to Information and Privacy Directorate, Place du Portage, Phase III, 3A1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

### General:

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- In any instance where this form does not allow enough space for a complete answer, please include additional pages and/or table rows as required.
- Refusal to provide your information, the provision of false statement, misleading information, or concealment
  and/or failure to disclose of any material fact on this application will result in a denial or revocation of your
  organization security clearance and registration with the Contract Security Program which will immediately
  prohibit your eligibility to perform on contracts requiring organization security clearances.

<u>\*Mandatory Requirement</u>: It is the responsibility of the Company Security Officer and/or Key Senior Officials to notify the Contract Security Program of any changes to the organization (such as change of address, phone numbers, change in security officers /key senior officials and ownership).

### Section A - Business information:

You must provide all required documentation in relation to the type of organization.

Legal name of the organization refers to the legal name of the organization as it is registered with federal or provincial authorities.

Business or Trade name refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another.

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### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

Corporation refers to an entity having the authority under law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

- Provide the following information to substantiate this "Type of Organization" selection:
- Stock exchange identifier (if applicable);
- Certificate of incorporation, compliance, continuance, etc.
- Organization's Management chart is mandatory.

Partnership refers to a voluntary contract between two or more competent persons to place their money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them.

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status: partnership documentation; or Organization chart

Sole proprietor refers to the owner of a business who acts alone and has no partners.

- Provide the following information to substantiate this "Type of Organization" selection:
- Provincial registration documentation; or
- Other (Master Business License)

Other (letters of patent, universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status;
- Organization chart;
- Acts;
- Charters; Bande;

The provided "Business Civic Address" must be for an entity that is based in Canada.

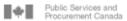
The Contract Security Program does not register foreign based firms.

Canadian subsidiaries of foreign based firms are eligible for registration with the Contract Security Program.

### Section B - Security officers:

- Identify the individual(s) you intend to nominate as your organization's Company Security Officer (CSO) and Alternate Company Security Officer(s) (ACSO) who will be responsible for organization and personnel security.
- Security officers must meet all of the following criteria:
  - an employee of the organization; 0
  - o physically located in Canada;
  - a Canadian citizen or permanent resident of Canada; and 0
  - security screened at the same level as the organization. Ō
- The Company security officers and/or /Key senior officials are responsible to notify the Contract Security Program of any changes within the organization.
- Employee has the same meaning as that used by the Canada Revenue Agency.
- The key senior officials and/or company security officers are responsible to notify the Contract Security Program of any changes within the organization of its listing of key senior officials.





Services publics ef la Approvisionnement Canada

### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

### Section C - Key Senior Officials:

- A Key Senior Official (KSO) is an individual who must be granted a personnel security clearance before an organization will be granted a facility security clearance. This includes the Company Security Officer (CSO) and all owners. As well as any officers, directors (of the board), executives and/or partners who occupy positions of control or influence over a company.
- The organization must list all the names and position titles for its Key senior officials. Applicants are to add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the
  particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and
  remain even though currently residing elsewhere
- Citizenship refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.

### Section D - Board of directors:

- List all members of the organizations' board of directors. Applicants are to add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the
  particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and
  remain even though currently residing elsewhere.

### Section E - Ownership information:

For the purposes of the Contract Security Program, the following interpretations are applicable:

Direct (or registered) owners are owners who hold legal title to a property or asset in that owner's name.

Ownership refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.

Parent company refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries. Is the entity already registered in a security program and does it hold a Facility Security Clearance (FSC) from the Government of Canada or another country?

Note: For the purposes of the Contract Security Program, individuals with 20% or more of ownership of the applicant organization may be designated by the Contract Security Program as key senior officials.

### Section F - Certification and consent:

Only an individual identified in Section C may complete this section.

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Public Services and Procurement Canada Services publics ef Approvisionnement Canada

### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

### NOTE:

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application was mation, will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form will not be processed and will be returned to you.

SECTION A - BUSINESS INFORMATION				
1. Legal name of the organization				
<ol><li>Business or trade name (if different from legal name)</li></ol>				
3. Type of organization -Indicate type of organization and provide the required va (select one only)	lidation documentation			
Sole proprietor				
Partnership				
Corporation				
Private				
Public				
Other (specify)     A. Provide a brief description of your organization's general business activities.				
<ol> <li>Provide a oner description of your organization's general business activities.</li> </ol>				
5. Business (Head office) civic address in Canada				
<ol> <li>Mailing address (if different from business civic address)</li> </ol>				
7. Organization website (if applicable)				
8. Procurement Business Number (PBN) 9. Telephone number if applicable (include extension number)	10. Facsimile number			
11. Number of employees in your organization	<ol> <li>Number of employees who required Government of Canada security screenings</li> </ol>			







Public Services and Procurement Canada Services publics et Approvisionnement Canada

### CONTRACT SECURITY PROGRAM (CSP) **APPLICATION FOR REGISTRATION (AFR)**

SECTION B -SECURITY OFFICERS					
Position title	Surname	Given name	E-mail		
Company security officer(CSO)					
Alternate company security officer(ACSO)					
ACSO (if applicable)					
ACSO (if applicable)					
ACSO (if applicable)					

### SECTION C - KEY SENIOR OFFICIALS

Position title-within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

SECTION D-LIST OF BOARD OF DIRECTORS (_PLEASE INDICATE N/A IF NOT APPLICABLE)				
Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

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Public Services and Services publics et Procurement Canada Approvisionnement Canada

### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

### SECTION E- OWNERSHIP INFORMATION-PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

### \*\*Please complete for each level of ownership\*\*

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from the Government of Canada or another country. For publicly traded corporations, identify stock exchange.

### SECTION E-1

Please identify all individual owner(s) or direct organization(s) ownership below.

Ownership-Level1 (Direct Parent)						
Name of organization or individual	Address	Type of entity ( <u>private</u> or public corporation, government)	Stock exchange public or private	Facility security clearances (FSC) Yes/No	of	Citizenship or country of jurisdiction

#### SECTION E-2 If there is any ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable). Ownership of entries listed in E-1(Level 2) Address Type of entity Facility security Citizenship or Name of Stock Percentage organization (private or public exchange clearances (FSC) of country of or individual corporation, public or Yes/No ownership jurisdiction government) private

SECTION E-3						
If there is any ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).						
Ownership of entries listed in E-2 (Level 3)						
Name of organization or individual	Address	Type of entity ( <u>private</u> or public corporation, government)	Stock exchange public or private	Facility security clearances (FSC) Yes/No	Percentage of ownership	Citizenship or country of jurisdiction

Note: The organizational chart with percentages of ownership must be included

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Public Services and Services publics et Procurement Canada Approvisionnement Canada

### CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR)

### SECTION F- CERTIFICATION AND CONSENT (ONLY AN INDIVIDUAL IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the individual authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Industrial Security Manual and consent to the collection use and disclosure of my personal information for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization (such as change of address, phone numbers, change in security officers /key senior officials and ownership).

Sumame	Given name
Position title	Telephone number
Facsimile number	Email address
Signature	Date

Note: The Company Security Officer/Key Senior Official is responsible to notify the Contract Security Program of any changes within the organization.

FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM				
Recommendations				
Initial recommendation by analyst (name)	Signature	Date		
,,,,,,,,,,,,				
Final recommendation by analyst (name)	Signature	Date		

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### ANNEX E - ICT ACCESSIBILITY REQUIREMENTS

## ICT ACCESSIBILITY REQUIREMENTS (BASED ON EN 301 549 - 2018)

Clauses 5.2, 9.1.1.1, 9.1.2.1, 9.1.2.2, 9.1.2.3, 9.1.2.4, 9.1.2.5, 9.1.3.1, 9.1.3.2, 9.1.3.3, 9.1.3.4, 9.1.3.5, 9.1.4.1, 9.1.4.2, 9.1.4.3, 9.1.4.3, 9.1.4.4, 9.1.4.5, 9.1.4.10, 9.1.4.11, 9.1.4.12, 9.1.4.13, 9.2.1.1, 9.2.1.2, 9.2.1.4, 9.2.2.1, 9.2.2.2, 9.2.3.1, 9.2.4.1, 9.2.4.2, 9.2.4.3, 9.2.4.4, 9.2.4.5, 9.2.4.6, 9.2.4.7, 9.2.5.1, 9.2.5.2, 9.2.5.3, 9.2.5.4, 9.3.1.1, 9.3.1.2, 9.3.2.1, 9.3.2.2, 9.3.2.3, 9.3.2.4, 9.3.3.1, 9.3.3.2, 9.3.3.3, 9.3.3.4, 9.4.1.1, 9.4.1.2, 9.4.1.3, 9.5, 10.1.1.1, 10.1.2.1, 10.1.2.2, 10.1.2.3, 10.1.2.4, 10.1.2.5, 10.1.3.1, 10.1.3.2, 10.1.3.3, 10.1.3.4, 10.1.3.5, 10.1.4.1, 10.1.4.2, 10.1.4.3, 10.1.4.4, 10.1.4.5, 10.1.4.10, 10.1.4.11, 10.1.4.12, 10.1.4.13, 10.2.4.7, 10.2.5.1, 10.2.5.2, 10.2.5.3, 10.2.5.4, 10.3.1.1, 10.3.2.2, 10.3.2.1, 10.3.2.2, 10.3.3.1, 10.3.3.2, 10.3.3.3, 10.3.3.4, 10.4.1.1, 10.4.1.2, 10.5, 10.6, 12.1.1, 10.3.1.2, 10.3.2.1, 10.3.2.2, 10.3.3.1, 10.3.3.2, 10.3.3.3, 10.3.3.4, 10.4.1.1, 10.4.1.2, 10.5, 10.6, 12.1.1, 12.1.2, 12.2.2, 12.2.3, and 12.2.4 have been deemed relevant to this ICT.

5 Generic requirements 5.2 Activation of accessibility features

Where ICT has documented accessibility features, it shall be possible to activate those documented accessibility features that are required to meet a specific need without relying on a method that does not support that need.

9 Web 9.0 General (informative)

Requirements in clause 9 apply to web pages (as defined in clause 3.1) including:

- Conformance with WCAG 2.0 Level AA is equivalent to conforming with clauses 9.1.1, 9.1.2, 9.1.3.1 to 9.1.3.3, 9.1.4.1 to 9.1.4.5, 9.2.1.1, 9.2.1.2, 9.2.1.4, 9.2.1.1, 9.2.1.2, 9.2.2, 9.2.3, 9.2.4, 9.3, 9.4.1.1, 9.4.1.2 and the conformance requirements of clause 9.5 of the present document.
- Conformance with WCAG 2.1 Level AA is equivalent to conforming with all of clauses 9.1 to 9.4 and the conformance requirements of clause 9.5 of the present document.
- Requirements for other documents and software are provided in clauses 10 and 11 respectively.

NOTE 1: When evaluating web sites they are evaluated as individual web pages. Web applications, mobile web applications etc. are covered under the definition of web page which is quite broad and covers all web content types.

The web content requirements in clauses 9.1 to 9.4 set out all of the Level A and Level AA Success Criteria from the

W3C Web Content Accessibility Guidelines (WCAG 2.1) [5]:

- Web Pages conforming to WCAG 2.0 Level A and AA also conform to clauses 9.1.1.1 to 9.1.3.3, 9.1.4.1 to 9.1.4.5, 9.2.1.1, 9.2.1.2, 9.2.2.1 to 9.2.4.7, 9.3.1.1 to 9.4.1.2 and the conformance requirements of clause 9.5.
- Web Pages that conform to WCAG 2.1 Level AA conform to all of clauses 9.1 to 9.4 and the conformance requirements of clause 9.5.
- Web Pages conforming to clauses 9.1.1.1 to 9.1.3.3, 9.1.4.1 to 9.1.4.5, 9.2.1.1, 9.2.1.2, 9.2.2.1 to 9.2.4.7, 9.3.1.1 to 9.4.1.2, and the conformance requirements of clause 9.5, also conform to WCAG 2.0 Level AA.



 Web Pages that conform to all of clauses 9.1 to 9.4, and the conformance requirements of clause 9.5, conform to WCAG 2.1 Level AA.

NOTE 2: WCAG 2.0 is identical to ISO/IEC 40500 (2012): "Information technology - W3C Web Content Accessibility Guidelines (WCAG) 2.0" [4].

The requirements in clauses 9.1 to 9.4 are written using the concept of satisfying success criteria (defined in clause 3.1).

A web page satisfies a WCAG success criterion when the success criterion does not evaluate to false when applied to the web page. This implies that if the success criterion puts conditions on a specific feature and that specific feature does not occur in the web page, then the web page satisfies the success criterion.

NOTE 3: For example, a web page that does not contain pre-recorded audio content in synchronized media will automatically satisfy WCAG success criterion 1.2.2 (captions - pre-recorded) and, in consequence, will also conform to clause 9.1.2.2.

In addition to Level AA success criteria, the Web Content Accessibility Guidelines also include success criteria for Level AAA.

NOTE 4: The body of the present document does not include the Level AAA success criteria, both to avoid confusion with the Level A and Level AA based requirements and for harmonisation with other procurement standards.

Web authors and procurement accessibility specialists are encouraged to improve accessibility beyond the requirements of the present document and should therefore consider whether any of the WCAG Level AAA success criteria offer suggestions that may be applicable and relevant to their project, as well as potentially beneficial to some users.

NOTE 5: The W3C states that "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".

9.1 Perceivable9.1.1 Text alternatives9.1.1.1 Non-text content

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.1.1 Non-text content.

## WCAG 2.1 Success Criterion 1.1.1 Non-text content

Understanding Non-text Content

How to Meet Non-text Content

(Level A)

All <u>non-text content</u> that is presented to the user has a <u>text alternative</u> that serves the equivalent purpose, except for the situations listed below.



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- Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to <u>Success Criterion 4.1.2</u> 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 <u>pure decoration</u>, 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.
- 9.1.2 Time-based media
- 9.1.2.1 Audio-only and video-only (prerecorded)

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded).

# WCAG 2.1 Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded)

Understanding Audio-only and Video-only (Prerecorded)

How to Meet Audio-only and Video-only (Prerecorded)

(Level A)

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:

- 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.

# 9.1.2.2 Captions (prerecorded)

Where ICT is a web page, it shall satisfy the WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded).

## WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded)

Understanding Captions (Prerecorded)

How to Meet Captions (Prerecorded)

(Level A)



<u>Captions</u> are provided for all <u>prerecorded</u> <u>audio</u> content in <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.

9.1.2.3 Audio description or media alternative (prerecorded)

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.2.3 Audio Description or Media</u> <u>Alternative (Prerecorded)</u>.

# WCAG 2.1 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded)

Understanding Audio Description or Media Alternative (Prerecorded)

How to Meet Audio Description or Media Alternative (Prerecorded)

(Level A)

An <u>alternative for time-based media</u> or audio description of the <u>prerecorded</u> video content is provided for <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.

9.1.2.4 Captions (live)

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.2.4 Captions (Live).

## WCAG 2.1 Success Criterion 1.2.4 Captions (Live)

Understanding Captions (Live)

How to Meet Captions (Live)

(Level AA)

<u>Captions</u> are provided for all <u>live audio</u> content in <u>synchronized media</u>.

9.1.2.5 Audio description (prerecorded)

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.2.5 Audio Description</u> (Prerecorded).

# WCAG 2.1 Success Criterion 1.2.5 Audio Description (Prerecorded).

Understanding Audio Description (Prerecorded)

How to Meet Audio Description (Prerecorded)

(Level AA)

Audio description is provided for all prerecorded video content in synchronized media.

9.1.3 Adaptable 9.1.3.1 Info and relationships



Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.3.1 Info and Relationships.

# WCAG 2.1 Success Criterion 1.3.1 Info and Relationships

Understanding Info and Relationships

How to Meet Info and Relationships

(Level A)

Information, <u>structure</u>, and <u>relationships</u> conveyed through <u>presentation</u> can be <u>programmatically</u> <u>determined</u> or are available in text.

9.1.3.2 Meaningful sequence

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence.

#### WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence

Understanding Meaningful Sequence

How to Meet Meaningful Sequence

(Level A)

When the sequence in which content is presented affects its meaning, a <u>correct reading sequence</u> can be <u>programmatically determined</u>.

9.1.3.3 Sensory characteristics

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics.

## WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics

**Understanding Sensory Characteristics** 

How to Meet Sensory Characteristics

(Level A)

Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.

Note: For requirements related to color, refer to <u>Guideline 1.4</u>.

9.1.3.4 Orientation

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.3.4 Orientation.

## WCAG 2.1 Success Criterion 1.3.4 Orientation



Understanding Orientation

#### How to Meet Orientation

(Level AA)

Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is <u>essential</u>.

Note: Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.

9.1.3.5 Identify input purpose

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose.

#### WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose

Understanding Identify Input Purpose

How to Meet Identify Input Purpose

(Level AA)

The purpose of each input field collecting information about the user can be <u>programmatically determined</u> when:

- The input field serves a purpose identified in the <u>Input Purposes for User Interface Components</u> section; and
- The content is implemented using technologies with support for identifying the expected meaning for form input data.

9.1.4 Distinguishable

9.1.4.1 Use of colour

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.4.1 Use of Color.

#### WCAG 2.1 Success Criterion 1.4.1 Use of Color

Understanding Use of Color

How to Meet Use of Color

(Level A)

Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

Note: This success criterion addresses color perception specifically. Other forms of perception are covered in <u>Guideline 1.3</u> including programmatic access to color and other visual presentation coding.



# 9.1.4.2 Audio control

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.2 Audio Control</u>.

# WCAG 2.1 Success Criterion 1.4.2 Audio Control

Understanding Audio Control

How to Meet Audio Control

(Level A)

If any audio on a Web page plays automatically for more than 3 seconds, either a <u>mechanism</u> is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.

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 <u>Conformance Requirement 5: Non-Interference</u>.

# 9.1.4.3 Contrast (minimum)

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum).

## WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum)

Understanding Contrast (Minimum)

How to Meet Contrast (Minimum)

(Level AA)

The visual presentation of <u>text</u> and <u>images of text</u> has a <u>contrast ratio</u> of at least 4.5:1, except for the following:

- 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 <u>user interface component</u>, that are <u>pure decoration</u>, 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 contrast requirement.

## 9.1.4.4 Resize text

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.4 Resize text</u>.

# WCAG 2.1 Success Criterion 1.4.4 Resize text

Understanding Resize text

How to Meet Resize text



(Level AA)

Except for <u>captions</u> and <u>images of text</u>, <u>text</u> can be resized without <u>assistive technology</u> up to 200 percent without loss of content or functionality.

# 9.1.4.5 Images of text

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.4.5 Images of Text.

# WCAG 2.1 Success Criterion 1.4.5 Images of Text.

Understanding Images of Text

## How to Meet Images of Text

## (Level AA)

If the technologies being used can achieve the visual presentation, <u>text</u> is used to convey information rather than <u>images of text</u> except for the following:

- 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.

## 9.1.4.10 Reflow

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.10 Reflow</u>.

## WCAG 2.1 Success Criterion 1.4.10 Reflow

## Understanding Reflow

## How to Meet Reflow

## (Level AA)

Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:

- Vertical scrolling content at a width equivalent to 320 <u>CSS pixels;</u>
- Horizontal scrolling content at a height equivalent to 256 <u>CSS pixels</u>.

Except for parts of the content which require two-dimensional layout for usage or meaning.

Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.



Note: Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.

9.1.4.11 Non-text contrast

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast.

# WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast

Understanding Non-text Contrast

How to Meet Non-text Contrast

(Level AA)

The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s):

- User Interface Components: Visual information required to identify <u>user interface components</u> and <u>states</u>, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;
- Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is <u>essential</u> to the information being conveyed.

# 9.1.4.12 Text spacing

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.12 Text spacing</u>.

## WCAG 2.1 Success Criterion 1.4.12 Text spacing

Understanding Text Spacing

How to Meet Text Spacing

(Level AA)

In content implemented using markup languages that support the following <u>text style properties</u>, no loss of content or functionality occurs by setting all of the following and by changing no other style property:

- Line height (line spacing) to at least 1.5 times the font size;
- Spacing following paragraphs to at least 2 times the font size;
- Letter spacing (tracking) to at least 0.12 times the font size;
- Word spacing to at least 0.16 times the font size.

Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.

9.1.4.13 Content on hover or focus

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus.



# WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus

Understanding Content on Hover or Focus

How to Meet Content on Hover or Focus

(Level AA)

Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:

- Dismissable: A <u>mechanism</u> is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an <u>input error</u> or does not obscure or replace other content;
- Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;
- Persistent: The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.

Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.

Note: Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML <u>title attribute</u>.

Note: Custom tooltips, sub-menus, and other non-modal popups that display on hover and focus are examples of additional content covered by this criterion.

9.2 Operable9.2.1 Keyboard accessible9.2.1.1 Keyboard

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.1.1 Keyboard.

## WCAG 2.1 Success Criterion 2.1.1 Keyboard

Understanding Keyboard

How to Meet Keyboard

(Level A)

All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> 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.

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

9.2.1.2 No keyboard trap

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap.

# WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap

Understanding No Keyboard Trap

How to Meet No Keyboard Trap

## (Level A)

If keyboard focus can be moved to a component of the page using a <u>keyboard interface</u>, 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.

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 <u>Conformance Requirement 5: Non-Interference</u>.

# 9.2.1.4 Character key shortcuts

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts.

## WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts

Understanding Character Key Shortcuts

How to Meet Character Key Shortcuts

## (Level A)

If a <u>keyboard shortcut</u> is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:

- Turn off: A mechanism is available to turn the shortcut off;
- Remap: A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);
- Active only on focus: The keyboard shortcut for a <u>user interface component</u> is only active when that component has focus.

9.2.2 Enough time

9.2.2.1 Timing adjustable

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable.

## WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable



**Understanding Timing Adjustable** 

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How to Meet Timing Adjustable

(Level A)

For each time limit that is set by the content, at least one of the following is true:

- 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.

9.2.2.2 Pause, stop, hide

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide.

#### WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide

Understanding Pause, Stop, Hide

How to Meet Pause, Stop, Hide

(Level A)

For moving, blinking, scrolling, or auto-updating information, all of the following are true:

- 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.

Note: For requirements related to flickering or flashing content, refer to Guideline 2.3.

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.



Note: 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: 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.

9.2.3 Seizures and physical reactions 9.2.3.1 Three flashes or below threshold

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below</u> <u>Threshold</u>.

## WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below Threshold

Understanding Three Flashes or Below Threshold

How to Meet Three Flashes or Below Threshold

(Level A)

<u>Web pages</u> do not contain anything that flashes more than three times in any one second period, or the <u>flash</u> is below the <u>general flash and red flash thresholds</u>.

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.

9.2.4 Navigable 9.2.4.1 Bypass blocks

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.4.1 Bypass Blocks.

## WCAG 2.1 Success Criterion 2.4.1 Bypass Blocks

Understanding Bypass Blocks

How to Meet Bypass Blocks

(Level A)

A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.

9.2.4.2 Page titled

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.4.2 Page Titled</u>.

WCAG 2.1 Success Criterion 2.4.2 Page Titled



# Understanding Page Titled

Shared Services

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# How to Meet Page Titled

(Level A)

Web pages have titles that describe topic or purpose.

9.2.4.3 Focus Order

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.4.3 Focus Order</u>.

# WCAG 2.1 Success Criterion 2.4.3 Focus Order

Understanding Focus Order

How to Meet Focus Order

(Level A)

If a <u>Web page</u> can be <u>navigated sequentially</u> and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.

9.2.4.4 Link purpose (in context)

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)-

## WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)

Understanding Link Purpose (In Context)

How to Meet Link Purpose (In Context)

(Level A)

The <u>purpose of each link</u> can be determined from the link text alone or from the link text together with its <u>programmatically determined link context</u>, except where the purpose of the link would be <u>ambiguous to</u> <u>users in general</u>.

## 9.2.4.5 Multiple ways

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.4.5 Multiple Ways.

## WCAG 2.1 Success Criterion 2.4.5 Multiple Ways

Understanding Multiple Ways

How to Meet Multiple Ways

(Level AA)



More than one way is available to locate a <u>Web page</u> within a <u>set of Web pages</u> except where the Web Page is the result of, or a step in, a <u>process</u>.

9.2.4.6 Headings and labels

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.4.6 Headings and Labels</u>.

# WCAG 2.1 Success Criterion 2.4.6 Headings and Labels

Understanding Headings and Labels

How to Meet Headings and Labels

(Level AA)

Headings and labels describe topic or purpose.

9.2.4.7 Focus visible

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.4.7 Focus Visible.

## WCAG 2.1 Success Criterion 2.4.7 Focus Visible

Understanding Focus Visible

How to Meet Focus Visible

(Level AA)

Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.

9.2.5 Input modalities 9.2.5.1 Pointer gestures

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures</u>.

## WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures

**Understanding Pointer Gestures** 

How to Meet Pointer Gestures

(Level A)

All <u>functionality</u> that uses multipoint or path-based gestures for operation can be operated with a <u>single</u> <u>pointer</u> without a path-based gesture, unless a multipoint or path-based gesture is <u>essential</u>.

Note: This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).



# 9.2.5.2 Pointer cancellation

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation</u>.

## WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation

Understanding Pointer Cancellation

How to Meet Pointer Cancellation

## (Level A)

For <u>functionality</u> that can be operated using a <u>single pointer</u>, at least one of the following is true:

- No Down-Event: The <u>down-event</u> of the pointer is not used to execute any part of the function;
- Abort or Undo: Completion of the function is on the <u>up-event</u>, and a <u>mechanism</u> is available to abort the function before completion or to undo the function after completion;
- Up Reversal: The up-event reverses any outcome of the preceding down-event;
- Essential: Completing the function on the down-event is essential.

Note: Functions that emulate a keyboard or numeric keypad key press are considered essential.

Note: This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).

## 9.2.5.3 Label in name

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.5.3 Label in Name.

## WCAG 2.1 Success Criterion 2.5.3 Label in Name

## Understanding Label in Name

# How to Meet Label in Name

## (Level A)

For user <u>interface components</u> with <u>labels</u> that include <u>text</u> or <u>images of text</u>, the <u>name</u> contains the text that is presented visually.

Note: A best practice is to have the text of the label at the start of the name.

## 9.2.5.4 Motion actuation

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 2.5.4 Motion Actuation.

## WCAG 2.1 Success Criterion 2.5.4 Motion Actuation

Understanding Motion Actuation



How to Meet Motion Actuation

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(Level A)

Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when:

- Supported Interface: The motion is used to operate functionality through an accessibility • supported interface;
- Essential: The motion is essential for the function and doing so would invalidate the activity. •

9.3 Understandable 9.3.1 Readable 9.3.1.1 Language of page

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.1.1 Language of Page.

## WCAG 2.1 Success Criterion 3.1.1 Language of Page

Understanding Language of Page

How to Meet Language of Page

(Level A)

The default human language of each Web page can be programmatically determined.

9.3.1.2 Language of parts

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.1.2 Language of Parts.

## WCAG 2.1 Success Criterion 3.1.2 Language of Parts

**Understanding Language of Parts** 

How to Meet Language of Parts

(Level AA)

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.

9.3.2 Predictable 9.3.2.1 On focus

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.2.1 On Focus.

WCAG 2.1 Success Criterion 3.2.1 On Focus



# Understanding On Focus

## How to Meet On Focus

(Level A)

When any user interface component receives focus, it does not initiate a change of context.

9.3.2.2 On input

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.2.2 On Input.

# WCAG 2.1 Success Criterion 3.2.2 On Input

## Understanding On Input

# How to Meet On Input

(Level A)

Changing the setting of any <u>user interface component</u> does not automatically cause a <u>change of context</u> unless the user has been advised of the behavior before using the component.

# 9.3.2.3 Consistent navigation

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.2.3 Consistent Navigation.

## WCAG 2.1 Success Criterion 3.2.3 Consistent Navigation

Understanding Consistent Navigation

How to Meet Consistent Navigation

(Level AA)

Navigational mechanisms that are repeated on multiple <u>Web pages</u> within a <u>set of Web pages</u> occur in the <u>same relative order</u> each time they are repeated, unless a change is initiated by the user.

## 9.3.2.4 Consistent identification

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.2.4 Consistent Identification.

## WCAG 2.1 Success Criterion 3.2.4 Consistent Identification

**Understanding Consistent Identification** 

How to Meet Consistent Identification

(Level AA)



Components that have the same functionality within a set of Web pages are identified consistently.

9.3.3 Input assistance9.3.3.1 Error identification

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.3.1 Error Identification.

# WCAG 2.1 Success Criterion 3.3.1 Error Identification

Understanding Error Identification

# How to Meet Error Identification

(Level A)

If an <u>input error</u> is automatically detected, the item that is in error is identified and the error is described to the user in text.

9.3.3.2 Labels or instructions

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions.

## WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions

Understanding Labels or Instructions

How to Meet Labels or Instructions

(Level A)

Labels or instructions are provided when content requires user input.

## 9.3.3.3 Error suggestion

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 3.3.3 Error Suggestion.

## WCAG 2.1 Success Criterion 3.3.3 Error Suggestion

Understanding Error Suggestion

How to Meet Error Suggestion

(Level AA)

If an <u>input error</u> 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.

9.3.3.4 Error prevention (legal, financial, data)



Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data)</u>.

## WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data)

Understanding Error Prevention (Legal, Financial, Data)

How to Meet Error Prevention (Legal, Financial, Data)

(Level AA)

For <u>Web pages</u> that cause <u>legal commitments</u> or financial transactions for the user to occur, that modify or delete <u>user-controllable</u> data in data storage systems, or that submit user test responses, at least one of the following is true:

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

9.4 Robust 9.4.1 Compatible 9.4.1.1 Parsing

Where ICT is a web page, it shall satisfy <u>WCAG 2.1 Success Criterion 4.1.1 Parsing</u>.

## WCAG 2.1 Success Criterion 4.1.1 Parsing

Understanding Parsing

How to Meet Parsing

(Level A)

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.

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.

9.4.1.2 Name, role, value

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value.

## WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value

Understanding Name, Role, Value

How to Meet Name, Role, Value



(Level A)

For all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user agents</u>, including <u>assistive technologies</u>.

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.

# 9.4.1.3 Status messages

Where ICT is a web page, it shall satisfy WCAG 2.1 Success Criterion 4.1.3 Status Messages.

## WCAG 2.1 Success Criterion 4.1.3 Status Messages

Understanding Status Messages

How to Meet Status Messages

(Level AA)

In content implemented using markup languages, <u>status messages</u> can be <u>programmatically determined</u> through <u>role</u> or properties such that they can be presented to the user by <u>assistive technologies</u> without receiving focus.

9.5 WCAG conformance requirements

Where ICT is a web page, it shall satisfy all the following five WCAG 2.1 conformance requirements at Level AA [5].

- 1. Conformance level
- 2. Full pages
- 3. Complete processes
- 4. Only Accessibility-Supported Ways of Using Technologies
- 5. Non-interference

NOTE 1: A Web page that meets all of requirements 9.1 to 9.4, or where a Level AA conforming alternate version (as defined in WCAG 2.1 [5]) is provided, will meet conformance requirement 1.

NOTE 2: According to W3C: "WCAG 2.1 extends Web Content Accessibility Guidelines 2.0 [4], which was published as a W3C Recommendation December 2008. Content that conforms to WCAG 2.1 also conforms to WCAG 2.0, and therefore to policies that reference WCAG 2.0" [4].

NOTE 3: Conformance requirement 5 states that all content on the page, including content that is not otherwise relied upon to meet conformance, meets clauses 9.1.4.2, 9.2.1.2, 9.2.2.2 and 9.2.3.1.

WCAG 2.1 conformance requirements at Level AA [5]

10 Non-web documents 10.0 General (informative)



Requirements in clause 10 apply to documents:

that are not web pages;

Canada

- that are not embedded in web pages; •
- that are embedded in web pages and that are not used in the rendering and that are not intended • to be rendered together with the web page in which they are embedded.

Clause 9 provides requirements for documents that are in web pages or that are embedded in web pages and that are used in the rendering or that are intended to be rendered together with the web page in which they are embedded.

NOTE 1: Some examples of documents are letters, spreadsheets, emails, books, pictures, presentations, and movies that have an associated user agent such as a document reader, editor or media player.

NOTE 2: A single document may be composed of multiple files such as the video content, closed caption text, etc. This fact is not usually apparent to the end-user consuming the document/content.

NOTE 3: Documents require a user agent in order for the content to be presented to users. The requirements for user agents can be found in clause 11.

NOTE 4: The requirements for content that is part of software, can be found in clause 11.

NOTE 5: The success criteria set out in clause 10 are intended to harmonize with the Working Group Note [i.26] produced by the W3C's WCAG2ICT Task Force.

10.1 Perceivable 10.1.1 Text alternatives 10.1.1.1 Non-text content

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.1.1 Non-text Content.

NOTE: CAPTCHAs do not currently appear outside of the Web. However, if they do appear, this guidance is accurate.

## WCAG 2.1 Success Criterion 1.1.1 Non-text Content

Understanding Non-text Content

How to Meet Non-text Content

(Level A)

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.

- Controls, Input: If non-text content is a control or accepts user input, then it has a name that • describes its purpose. (Refer to Success Criterion 4.1.2 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.

10.1.2 Time-based media

Canada

10.1.2.1 Audio-only and video-only (prerecorded)

Where ICT is a non-web document, it shall satisfy WCAG 2.1 Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded).

NOTE: The alternative can be provided directly in the document - or provided in an alternate version that meets the success criterion.

# Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded)

Understanding Audio-only and Video-only (Prerecorded)

How to Meet Audio-only and Video-only (Prerecorded)

(Level A)

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:

- 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.

10.1.2.2 Captions (prerecorded)

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded).

NOTE: The WCAG 2.1 definition of "captions" notes that "in some countries, captions are called subtitles". They are also sometimes referred to as "subtitles for the hearing impaired". Per the definition in WCAG 2.1, to meet this success criterion, whether called captions or subtitles, they would have to provide "synchronized visual and / or text alternative for both speech and non-speech audio information needed to understand the media content" where non-speech information includes "sound effects, music, laughter, speaker identification and location".

## WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded).

Understanding Captions (Prerecorded)



How to Meet Captions (Prerecorded)

Shared Services

Canada

(Level A)

<u>Captions</u> are provided for all <u>prerecorded</u> audio content in <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.

10.1.2.3 Audio description or media alternative (prerecorded)

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.2.3 Audio</u> <u>Description or Media Alternative (Prerecorded)</u>.

NOTE 1: The WCAG 2.1 definition of "audio description" says that "audio description" is "Also called 'video description' and 'descriptive narration'".

NOTE 2: Secondary or alternate audio tracks are commonly used for this purpose.

## WCAG 2.1 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded).

Understanding Audio Description or Media Alternative (Prerecorded)

How to Meet Audio Description or Media Alternative (Prerecorded)

(Level A)

An <u>alternative for time-based media</u> or <u>audio description</u> of the <u>prerecorded video</u> content is provided for <u>synchronized media</u>, except when the media is a <u>media alternative for text</u> and is clearly labeled as such.

10.1.2.4 Captions (live)

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.2.4 Captions (Live).

NOTE: The WCAG 2.1 definition of "captions" notes that "in some countries, captions are called subtitles". They are also sometimes referred to as "subtitles for the hearing impaired". Per the definition in WCAG 2.1, to meet this success criterion, whether called captions or subtitles, they would have to provide "synchronized visual and / or text alternative for both speech and non-speech audio information needed to understand the media content" where non-speech information includes "sound effects, music, laughter, speaker identification and location".

## WCAG 2.1 Success Criterion 1.2.4 Captions (Live)

Understanding Captions (Live)

How to Meet Captions (Live)

(Level AA)

<u>Captions</u> are provided for all <u>live audio</u> content in <u>synchronized media</u>.

10.1.2.5 Audio description (prerecorded)



Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.2.5 Audio</u> <u>Description (Prerecorded)</u>.

NOTE 1: The WCAG 2.1 definition of "audio description" says that audio description is "Also called 'video description' and 'descriptive narration'".

NOTE 2: Secondary or alternate audio tracks are commonly used for this purpose.

# WCAG 2.1 Success Criterion 1.2.5 Audio Description (Prerecorded)

Understanding Audio Description (Prerecorded)

How to Meet Audio Description (Prerecorded)

(Level AA)

Audio description is provided for all prerecorded video content in synchronized media.

10.1.3 Adaptable 10.1.3.1 Info and relationships

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.3.1 Info and</u> <u>Relationships</u>.

## WCAG 2.1 Success Criterion 1.3.1 Info and Relationships

Understanding Info and Relationships

How to Meet Info and Relationships

(Level A)

Information, <u>structure</u>, and <u>relationships</u> conveyed through <u>presentation</u> can be <u>programmatically</u> <u>determined</u> or are available in text.

10.1.3.2 Meaningful sequence

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.3.2 Meaningful</u> <u>Sequence</u>.

## WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence

Understanding Meaningful Sequence

How to Meet Meaningful Sequence

(Level A)

When the sequence in which content is presented affects its meaning, a <u>correct reading sequence</u> can be <u>programmatically determined</u>.



# 10.1.3.3 Sensory characteristics

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.3.3 Sensory</u> <u>Characteristics</u>.

# WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics.

Understanding Sensory Characteristics

How to Meet Sensory Characteristics

## (Level A)

Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.

Note: For requirements related to color, refer to WCAG 2.1 - Guideline 1.4.

## 10.1.3.4 Orientation

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.3.4 Orientation.

#### WCAG 2.1 Success Criterion 1.3.4 Orientation

**Understanding Orientation** 

How to Meet Orientation

(Level AA)

Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is <u>essential</u>.

Note: Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.

## 10.1.3.5 Identify input purpose

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.3.5 Identify Input</u> <u>Purpose</u>.

## WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose

Understanding Identify Input Purpose

How to Meet Identify Input Purpose

(Level AA)



The purpose of each input field collecting information about the user can be programmatically determined when:

- The input field serves a purpose identified in the Input Purposes for User Interface Components • section; and
- The content is implemented using technologies with support for identifying the expected meaning • for form input data.

10.1.4 Distinguishable

Canada

10.1.4.1 Use of colour

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.4.1 Use of Color.

#### WCAG 2.1 Success Criterion 1.4.1 Use of Color.

Understanding Use of Color

How to Meet Use of Color

(Level A)

Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

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.

## 10.1.4.2 Audio control

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.1.

#### Table 10.1: Document success criterion: Audio control

If any audio in a document 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.

NOTE 1: Since any part of a document that does not meet this success criterion can interfere with a user's ability to use the whole document, all content in the document (whether or not it is used to meet other success criteria) shall meet this success criterion.

NOTE 2: This success criterion is identical to the WCAG 2.1 Success Criterion 1.4.2 Audio Control, replacing "on a Web page" with "in a document" "any content" with "any part of a document", "whole page" with "whole document", "on the Web page" with "in the document", removing "See Conformance Requirement 5: Non-Interference" and adding note 1.

#### WCAG 2.1 Success Criterion 1.4.2 Audio Control

**Understanding Audio Control** 

How to Meet Audio Control



(Level A)

10.1.4.3 Contrast (minimum)

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 1.4.3 Contrast</u> (<u>Minimum</u>).

# WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum)

Understanding Contrast (Minimum)

How to Meet Contrast (Minimum)

# (Level AA)

The visual presentation of <u>text</u> and <u>images of text</u> has a <u>contrast ratio</u> of at least 4.5:1, except for the following:

- 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 <u>user interface component</u>, that are <u>pure decoration</u>, 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 contrast requirement.

# 10.1.4.4 Resize text

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.4.4 Resize Text.

NOTE 1: Content for which there are software players, viewers or editors with a 200 percent zoom feature would automatically meet this success criterion when used with such players, unless the content will not work with zoom.

NOTE 2: This success criterion is about the ability to allow users to enlarge the text on screen at least up to 200 % without needing to use assistive technologies. This means that the application provides some means for enlarging the text 200 % (zoom or otherwise) without loss of content or functionality or that the application works with the platform features that meet this requirement.

## WCAG 2.1 Success Criterion 1.4.4 Resize Text

Understanding Resize text

How to Meet Resize text

(Level AA)

Except for <u>captions</u> and <u>images of text</u>, <u>text</u> can be resized without <u>assistive technology</u> up to 200 percent without loss of content or functionality.

## 10.1.4.5 Images of text

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 1.4.5 Images of Text.

# WCAG 2.1 Success Criterion 1.4.5 Images of Text

Understanding Images of Text

How to Meet Images of Text

(Level AA)

If the technologies being used can achieve the visual presentation, <u>text</u> is used to convey information rather than <u>images of text</u> except for the following:

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

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

# 10.1.4.10 Reflow

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.2.

## Table 10.2: Document success criterion: Reflow

Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:

- Vertical scrolling content at a width equivalent to 320 <u>CSS pixels;</u>
- Horizontal scrolling content at a height equivalent to 256 CSS pixels.

Except for parts of the content which require two-dimensional layout for usage or meaning.

NOTE 1: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For documents which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.

NOTE 2: Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.

NOTE 3: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 1.4.10 Reflow</u> replacing the original WCAG 2.1 notes with notes 1 and 2, above.

## WCAG 2.1 Success Criterion 1.4.10 Reflow

Understanding Reflow

How to Meet Reflow

(Level AA)

10.1.4.11 Non-text contrast



Where ICT is a non-web document, it shall satisfy WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast.

# WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast.

Understanding Non-text Contrast

How to Meet Non-text Contrast

# (Level AA)

The visual presentation of the following have a <u>contrast ratio</u> of at least 3:1 against adjacent color(s):

- User Interface Components: Visual information required to identify <u>user interface components</u> and <u>states</u>, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;
- Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is <u>essential</u> to the information being conveyed.

# 10.1.4.12 Text spacing

Where ICT is a non-web document that does not have a fixed size content layout area that is essential to the information being conveyed, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.12 Text spacing</u>.

## WCAG 2.1 Success Criterion 1.4.12 Text spacing

Understanding Text Spacing

## How to Meet Text Spacing

## (Level AA)

In content implemented using markup languages that support the following <u>text style properties</u>, no loss of content or functionality occurs by setting all of the following and by changing no other style property:

- Line height (line spacing) to at least 1.5 times the font size;
- Spacing following paragraphs to at least 2 times the font size;
- Letter spacing (tracking) to at least 0.12 times the font size;
- Word spacing to at least 0.16 times the font size.

Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.

## 10.1.4.13 Content on hover or focus

Where ICT is a non-web document, it shall satisfy <u>WCAG 2.1 Success Criterion 1.4.13 Content on Hover</u> or Focus.

# WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus.

Understanding Content on Hover or Focus



How to Meet Content on Hover or Focus

Shared Services

Canada

(Level AA)

Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:

- Dismissable: A <u>mechanism</u> is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an <u>input error</u> or does not obscure or replace other content;
- Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;
- Persistent: The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.

Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.

Note: Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML <u>title attribute</u>.

Note: Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.

10.2 Operable 10.2.1 Keyboard accessible 10.2.1.1 Keyboard

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 2.1.1 Keyboard.

#### WCAG 2.1 Success Criterion 2.1.1 Keyboard

Understanding Keyboard

How to Meet Keyboard

#### (Level A)

All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> 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.

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

#### 10.2.1.2 No keyboard trap

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.3.



#### Table 10.3: Document success criterion: No keyboard trap

If keyboard focus can be moved to a component of the document using a <u>keyboard interface</u>, 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.

NOTE 1: Since any part of a document that does not meet this success criterion can interfere with a user's ability to use the whole document, it is necessary for all content in the document (whether or not it is used to meet other success criteria) to meet this success criterion.

NOTE 2: Standard exit methods may vary by platform. For example, on many desktop platforms, the Escape key is a standard method for exiting.

NOTE 3: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap</u> replacing "page" and "Web page" with "document", removing "See Conformance Requirement 5: Non-Interference" and with the addition of note 2 above and with note 1 above re-drafted to avoid the use of the word "must".

#### WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap

Understanding No Keyboard Trap

#### How to Meet No Keyboard Trap

(Level A)

10.2.1.4 Character key shortcuts

Where ICT is a non-web document, it shall satisfy WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts.

#### WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts

Understanding Character Key Shortcuts

How to Meet Character Key Shortcuts

(Level A)

If a <u>keyboard shortcut</u> is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:

- Turn off: A mechanism is available to turn the shortcut off;
- Remap: A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);
- Active only on focus: The keyboard shortcut for a <u>user interface component</u> is only active when that component has focus.

10.2.2 Enough time 10.2.2.1 Timing adjustable

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.4.

#### Table 10.4: Document success criterion: Timing adjustable



Canada

For each time limit that is set by the document, at least one of the following is true:

- 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 1: 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 WCAG 2.1 Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.

NOTE 2: This success criterion is identical to the WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable replacing "the content" with "documents" and with the words "WCAG 2.1" added before the word "Success Criterion" in note 1 above.

#### WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable

**Understanding Timing Adjustable** 

How to Meet Timing Adjustable

(Level A)

10.2.2.2 Pause, stop, hide

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.5.

#### Table 10.5: Document success criterion: Pause, stop, hide

For moving, blinking, scrolling, or auto-updating information, all of the following are true:

- 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.

NOTE 1: For requirements related to flickering or flashing content, refer to WCAG 2.1 Guideline 2.3.

NOTE 2: Since any part of a document that does not meet this success criterion can interfere with a user's ability to use the whole document, it is necessary for all content in the document (whether it is used to meet other success criteria or not) to meet this success criterion.



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.

NOTE 5: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide</u> replacing "page" and "Web page" with "document", removing "See Conformance Requirement 5: Non-Interference" in note 2 of the success criterion, with the words "WCAG 2.1" added before the word "Guideline" in note 1 above and with note 2 above re-drafted to avoid the use of the word "must".

#### **Guideline 2.3 Seizures and Physical Reactions**

Do not design content in a way that is known to cause seizures or physical reactions.

WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide

Understanding Pause, Stop, Hide

How to Meet Pause, Stop, Hide

(Level A)

10.2.3 Seizures and physical reactions 10.2.3.1 Three flashes or below threshold

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.6.

#### Table 10.6: Document success criterion: Three flashes or below threshold

Documents do not contain anything that flashes more than three times in any one second period, or the <u>flash</u> is below the <u>general flash and red flash thresholds</u>.

NOTE 1: Since any part of a document that does not meet this success criterion can interfere with a user's ability to use the whole document, it is necessary for all content in the document (whether it is used to meet other success criteria or not) to meet this success criterion.

NOTE 2: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below</u> <u>Threshold</u> replacing "Web pages" with "documents", "the whole page" with "the whole document", "the Web page" with "the document" and removing "See Conformance Requirement 5: Non-Interference" and with note 1 above re-drafted to avoid the use of the word "must".

#### WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below Threshold

Understanding Three Flashes or Below Threshold

How to Meet Three Flashes or Below Threshold

(Level A)

10.2.4 Navigable



10.2.4.2 Document titled

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.7.

#### Table 10.7: Document success criterion: Document titled

Documents have titles that describe topic or purpose.

NOTE 1: The name of a document (e.g. document, media file) is a sufficient title if it describes the topic or purpose.

NOTE 2: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.4.2 Page Titled</u> replacing "Web pages" with "documents" and with the addition of note 1 above.

#### WCAG 2.1 Success Criterion 2.4.2 Page Titled

Understanding Page Titled

How to Meet Page Titled

(Level A)

10.2.4.3 Focus Order

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.8.

#### Table 10.8: Document success criterion: Focus order

If a document can be <u>navigated sequentially</u> and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.

NOTE: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.4.3 Focus Order</u> replacing "Web page" with "document".

#### WCAG 2.1 Success Criterion 2.4.3 Focus Order

Understanding Focus Order

How to Meet Focus Order

(Level A)

10.2.4.4 Link purpose (in context)

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)</u>.

#### WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)

Understanding Link Purpose (In Context)

How to Meet Link Purpose (In Context)



(Level A)

The <u>purpose of each link</u> can be determined from the link text alone or from the link text together with its <u>programmatically determined link context</u>, except where the purpose of the link would be <u>ambiguous to users in</u> <u>general</u>.

10.2.4.6 Headings and labels

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 2.4.6 Headings and Labels.

#### WCAG 2.1 Success Criterion 2.4.6 Headings and Labels

Understanding Headings and Labels

How to Meet Headings and Labels

(Level AA)

Headings and labels describe topic or purpose

10.2.4.7 Focus visible

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 2.4.7 Focus Visible

#### WCAG 2.1 Success Criterion 2.4.7 Focus Visible

Understanding Focus Visible

How to Meet Focus Visible

(Level AA)

Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.

10.2.5 Input modalities 10.2.5.1 Pointer gestures

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.9.

#### Table 10.9: Document success criterion: Pointer gestures

All <u>functionality</u> that uses multipoint or path-based gestures for operation can be operated with a <u>single pointer</u> without a path-based gesture, unless a multipoint or path-based gesture is <u>essential</u>.

NOTE 1: This requirement applies to documents that interpret pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).

NOTE 2: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures</u> replacing the original WCAG 2.1 note with note 1 above.

WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures



Understanding Pointer Gestures

Canada

How to Meet Pointer Gestures

(Level A)

10.2.5.2 Pointer cancellation

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.10.

#### Table 10.10: Document success criterion: Pointer cancellation

For <u>functionality</u> that can be operated using a <u>single pointer</u>, at least one of the following is true:

- No Down-Event: The <u>down-event</u> of the pointer is not used to execute any part of the function; •
- Abort or Undo: Completion of the function is on the up-event, and a mechanism is available to abort • the function before completion or to undo the function after completion;
- Up Reversal: The up-event reverses any outcome of the preceding down-event; •
- Essential: Completing the function on the down-event is essential. •

NOTE 1: Functions that emulate a keyboard or numeric keypad key press are considered essential.

NOTE 2: This requirement applies to a document that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).

NOTE 3: This success criterion is identical to the WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation replacing the original WCAG 2.1 note with notes 1 and 2 above.

## WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation

**Understanding Pointer Cancellation** 

How to Meet Pointer Cancellation

(Level A)

10.2.5.3 Label in name

Where ICT is a non-web document, it shall satisfy WCAG 2.1 Success Criterion 2.5.3 Label in Name.

## WCAG 2.1 Success Criterion 2.5.3 Label in Name

Understanding Label in Name

How to Meet Label in Name

(Level A)

For user interface components with labels that include text or images of text, the name contains the text that is presented visually.

Note: A best practice is to have the text of the label at the start of the name.



10.2.5.4 Motion actuation

Where ICT is a non-web document, it shall satisfy WCAG 2.1 Success Criterion 2.5.4 Motion Actuation.

#### WCAG 2.1 Success Criterion 2.5.4 Motion Actuation

**Understanding Motion Actuation** 

How to Meet Motion Actuation

(Level A)

<u>Functionality</u> that can be operated by device motion or user motion can also be operated by <u>user interface</u> <u>components</u> and responding to the motion can be disabled to prevent accidental actuation, except when:

- Supported Interface: The motion is used to operate functionality through an <u>accessibility supported</u> interface;
- Essential: The motion is essential for the function and doing so would invalidate the activity.

10.3 Understandable 10.3.1 Readable 10.3.1.1 Language of page

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.11.

#### Table 10.11: Document success criterion: Language of page

The default human language of each document can be programmatically determined.

NOTE: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 3.1.1 Language of Page</u> replacing "web page" with "document".

## WCAG 2.1 Success Criterion 3.1.1 Language of Page

Understanding Language of Page

How to Meet Language of Page

(Level A)

10.3.1.2 Language of parts

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.12.

#### Table 10.12: Document success criterion: Language of parts

The <u>human language</u> of each passage or phrase in the document can be <u>programmatically determined</u> 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.



NOTE 1: There are some document technologies where there is no assistive technology supported method for marking the language for the different passages or phrases in the document, and it would not be possible to meet this success criterion with those technologies.

NOTE 2: Inheritance is one common method. For example a document provides the language that it is using and it can be assumed that all of the text or user interface elements within that document will be using the same language unless it is indicated.

NOTE 3: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 3.1.2 Language of Parts</u> replacing "content" with "document" and with the addition of notes 1 and 2 above.

#### WCAG 2.1 Success Criterion 3.1.2 Language of Parts

Understanding Language of Parts

How to Meet Language of Parts

(Level AA)

10.3.2 Predictable 10.3.2.1 On focus

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 3.2.1 On Focus.

NOTE: Some compound documents and their user agents are designed to provide significantly different viewing and editing functionality depending upon what portion of the compound document is being interacted with (e.g. a presentation that contains an embedded spreadsheet, where the menus and toolbars of the user agent change depending upon whether the user is interacting with the presentation content, or the embedded spreadsheet content). If the user uses a mechanism other than putting focus on that portion of the compound document with which they mean to interact (e.g. by a menu choice or special keyboard gesture), any resulting change of context would not be subject to this success criterion because it was not caused by a change of focus.

WCAG 2.1 Success Criterion 3.2.1 On Focus

Understanding On Focus

How to Meet On Focus

(Level A)

When any user interface component receives focus, it does not initiate a change of context.

10.3.2.2 On input

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 3.2.2 On Input.

## WCAG 2.1 Success Criterion 3.2.2 On Input

Understanding On Input

How to Meet On Input



(Level A)

Changing the setting of any <u>user interface component</u> does not automatically cause a <u>change of context</u> unless the user has been advised of the behavior before using the component.

10.3.3 Input assistance 10.3.3.1 Error identification

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 3.3.1 Error Identification.

#### WCAG 2.1 Success Criterion 3.3.1 Error Identification

Understanding Error Identification

How to Meet Error Identification

(Level A)

If an <u>input error</u> is automatically detected, the item that is in error is identified and the error is described to the user in text.

10.3.3.2 Labels or instructions

Where ICT is a non-web document, it shall satisfy the <u>WCAG 2.1 Success Criterion 3.3.2 Labels or</u> <u>Instructions</u>.

#### WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions

Understanding Labels or Instructions

How to Meet Labels or Instructions

(Level A)

Labels or instructions are provided when content requires user input.

10.3.3.3 Error suggestion

Where ICT is a non-web document, it shall satisfy the WCAG 2.1 Success Criterion 3.3.3 Error Suggestion.

## WCAG 2.1 Success Criterion 3.3.3 Error Suggestion

Understanding Error Suggestion

How to Meet Error Suggestion

(Level AA)

If an <u>input error</u> 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.

10.3.3.4 Error prevention (legal, financial, data)



Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.13.

#### Table 10.13: Document success criterion: Error prevention (legal, financial, data)

For documents that cause <u>legal commitments</u> or financial transactions for the user to occur, that modify or delete <u>user-controllable</u> data in data storage systems, or that submit user test responses, at least one of the following is true:

- 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.

NOTE: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data)</u> replacing "web pages" with "documents".

## WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data)

Understanding Error Prevention (Legal, Financial, Data)

How to Meet Error Prevention (Legal, Financial, Data)

(Level AA)

10.4 Robust 10.4.1 Compatible 10.4.1.1 Parsing

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.14.

#### Table 10.14: Document success criterion: Parsing

For documents that use markup languages, in such a way that the markup is separately exposed and available to assistive technologies and accessibility features of software or to a user-selectable user agent, 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.

NOTE 1: 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.

NOTE 2: Markup is not always available to assistive technology or to user selectable user agents such as browsers. In such cases, conformance to this provision would have no impact on accessibility as it can for web content where it is exposed.

NOTE 3: Examples of markup that is separately exposed and available to assistive technologies and to user agents include but are not limited to: documents encoded in HTML, ODF, and OOXML. In these examples, the markup can be parsed entirely in two ways: (a) by assistive technologies which may directly open the document, (b) by assistive technologies using DOM APIs of user agents for these document formats.

NOTE 4: This success criterion is identical to the WCAG 2.1 Success Criterion 4.1.1 Parsing replacing "In content implemented using markup languages" with "For documents that use markup languages, in such a way that the markup is separately exposed and available to assistive technologies and accessibility features of software or to a user-selectable user agent" with the addition of notes 2 and 3 above.



## WCAG 2.1 Success Criterion 4.1.1 Parsing

Understanding Parsing

#### How to Meet Parsing

(Level A)

10.4.1.2 Name, role, value

Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.15.

#### Table 10.15: Document success criterion: Name, role, value

For all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user</u> <u>agents</u>, including <u>assistive technologies</u>.

NOTE 1: This success criterion is primarily for software developers who develop or use custom user interface components. Standard user interface components on most accessibility-supported platforms already meet this success criterion when used according to specification.

NOTE 2: For document formats that support interoperability with assistive technology, standard user interface components often meet this success criterion when used according to the general design and accessibility guidance for the document format.

NOTE 3: This success criterion is identical to the <u>WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value</u> replacing the original WCAG 2.1 note with note 1 and with the addition of note 2 above.

#### WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value

Understanding Name, Role, Value

How to Meet Name, Role, Value

(Level A)

10.5 Caption positioning

Where ICT is a non-web document that contains synchronized media with captions, the captions should not obscure relevant information in the synchronized media.

10.6 Audio description timing

Where ICT is a non-web document that contains synchronized media with audio description, the audio description should not interfere with relevant audio information in the synchronized media.

12 Documentation and support services

12.1 Product documentation

12.1.1 Accessibility and compatibility features



Product documentation provided with the ICT whether provided separately or integrated within the ICT shall list and explain how to use the accessibility and compatibility features of the ICT.

NOTE: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.

#### 12.1.2 Accessible documentation

Product documentation provided with the ICT shall be made available in at least one of the following electronic formats:

- a. a Web format that conforms to the requirements of clause 9, or
- b. a non-web format that conforms to the requirements of clause 10.

NOTE 1: This does not preclude the possibility of also providing the product documentation in other formats (electronic or printed) that are not accessible.

NOTE 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments).

NOTE 3: Where the documentation is integral to the ICT it will be provided through the user interface which is accessible.

NOTE 4: A user agent that supports automatic media conversion would be beneficial to enhancing accessibility.

12.2 Support services12.2.1 General (informative)

ICT support services include, but are not limited to: help desks, call centres, technical support, relay services and training services.

12.2.2 Information on accessibility and compatibility features

ICT support services shall provide information on the accessibility and compatibility features that are included in the product documentation.

NOTE: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.

12.2.3 Effective communication

ICT support services shall accommodate the communication needs of individuals with disabilities either directly or through a referral point.

12.2.4 Accessible documentation

Documentation provided by support services shall be made available in at least one of the following electronic formats:

- a. a Web format that conforms to clause 9; or
- b. a non-web format that conforms to clause 10.



NOTE 1: This does not preclude the possibility of also providing the documentation in other formats (electronic or printed) that are not accessible.

NOTE 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments).

NOTE 3: A user agent that supports automatic media conversion would be beneficia



# ANNEX F- ACCESSIBILITY GUIDANCE FOR PRINTED DOCUMENTS

These guidelines are based on the "Clear Print Accessibility Guidelines" developed by the Canadian National Institute for the Blind (CNIB).

#### Contrast

Use high-contrast colours for text and background. Good examples are black or dark blue text on a white or yellow background, or white or yellow text on a black or dark blue background.

#### Type colour

Printed material is most readable in black and white. Restrict coloured text to things such as titles, headlines or highlighted material.

#### Point size

Bigger is better. Keep your text large, preferably between 12 and 18 points, depending on the font. (Point size varies among fonts.) People who are visually impaired might be able to read large print, but not very small text.

#### Leading

Leading is the space between lines of text and should be at least 25 to 30 per cent greater than the point size. This space lets readers move more easily to the next line of text. Too much leading, however, makes type harder to read. Heavier typefaces will require slightly more leading.

#### Font family and font style

Avoid complicated or decorative fonts. Choose standard sans serif fonts with easily recognizable upper- and lower-case characters. Arial and Verdana are good choices.

#### Font heaviness

Opt for fonts with medium heaviness and avoid light type with thin strokes. When emphasizing a word or passage, use a bold or heavy font. Italics or upper-case letters are not recommended.

#### Letter spacing

Don't crowd your text: keep a wide space between letters. The spacing default in your Microsoft Word software program should be an appropriate distance.

#### Paper finish

Use a matte or non-glossy finish to cut down on glare.

To reduce distractions, avoid using watermarks or complicated background designs.

#### Clean design and simplicity

Use distinctive colours, sizes and shapes on the covers of materials to make them easier to distinguish.



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