



**RETURN BIDS TO:**

**Employment and Social Development Canada (ESDC)**

[nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

**REQUEST FOR STANDING OFFER**

**Proposal To: Employment and Social Development 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.

**Instructions : See Herein**

**Vendor/Firm Name and address**

<b>Title:</b> Pre-Retirement Training (requirement to engage the professional services of a team maximum 2 resources per workshop)	
<b>Solicitation No.</b> 100021314	24 February 2023
<b>File No. – N° de dossier</b>	
<b>Solicitation Closes</b> 05 April 2023 at 02:00 PM / 14 h	<b>Time Zone</b> Eastern Daylight Saving Time (EDT)
<b>Address Inquiries to :</b> <a href="mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca">nc-solicitations-gd@hrsdc-rhdcc.gc.ca</a> Size limit – 13MB	
<b>Destination</b> See Herein	

<b>Vendor/firm Name and address :</b>
<b>Facsimile No.</b>
<b>Telephone No.</b>
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>
<b>Signature</b>
<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and the Basis of Payment.

### **1.2 Summary**

#### **1.2.1 Objectives:**

The goal of this Standing Offer is to have 1 (one) qualified offeror available on an as and when requested basis to provide information to ESDC employees and executives, and their spouses in 5 key areas to help them plan for, prepare and transition into retirement. The 5 key areas are: The Public Service Pension Plan; Estate Planning; Financial Planning; Health and Nutrition; and Psychological Aspects of Retirement.

The workshops must be provided in English and in French and be delivered via MS Teams, live moderated sessions in various time zones throughout Canada.



### 1.2.2 Duration of the Standing Offer and its options

The initial Standing Offer will have duration of two years starting at contract award. ESDC reserves the right to exercise four (4) irrevocable options to extend the period by one year each.

### 1.2.3 Standard Conditions

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### 1.3 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person virtually.



## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the exception of:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

*"send its bid only to the physical or e-mail address specified on Page 1".*

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days

Insert: ninety calendar (90) days

5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety; and
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

### 2.2 Submission of Offers

Offers must be submitted only by the date, time and email address indicated on page 1 of this Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted by email at the address indicated on the front page of this RFSO no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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



#### **2.4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I:      Technical Offer (1 soft copy)
- Section II:     Financial Offer (1 soft copy)
- Section III:    Certifications (1 soft copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a)      use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b)      use a numbering system that corresponds to that of the Request for Standing Offers.

#### **Section I:      Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:     Financial Offer**

Offerors must submit their financial offer in accordance with the **ATTACHMENT 1 TO PART 3 – Pricing Schedule**. Offerors must provide rates for the initial period and each optional year. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.





**ATTACHMENT 1 TO PART 3  
Pricing Schedule**

The bidder must complete this pricing schedule and include it in its Financial Bid. Any estimated number of participants specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

No.	Name of Workshop	Firm Lot Price Per Workshop	Estimated Number of Participants
<b>1</b>	<b>Pre-Retirement Initial 2 Years</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>
	<b>Estimated Price for Initial 2 Years</b>	\$	

<b>2</b>	<b>Pre-Retirement Option Year 1</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>
	<b>Estimated Price Option Year 1</b>	\$	

<b>3</b>	<b>Pre-Retirement Option Year 2</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>
	<b>Estimated Price Option Year 2</b>	\$	

<b>4</b>	<b>Pre-Retirement Option Year 3</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>



	<b>Estimated Price Option Year 3</b>	\$	
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<b>5</b>	<b>Pre-Retirement Option year 4</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>
	<b>Estimated Price Option Year 4</b>		

**Total Bid Evaluation Price 1\*+2\*+3\*+4\*+5\*:**     \$ \_\_\_\_\_

**\*(A+B+C+D+E)**



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4

#### **4.1.2 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **Basis of Selection - Highest Combined Rating of Technical and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.
  - d. The rating is performed on a scale of 100 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. Tie Breaker: When two or more responsive proposals achieve the identical score, the proposal with the highest score in the Rated Criteria will be recommended for contract award..



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points for technical score equal 135 and for price, 45 points, based on the lowest evaluated price of \$45,000.

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

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**ATTACHMENT 1 TO PART 4  
TECHNICAL EVALUATION – MANDATORY AND POINT-RATED CRITERIA**

Note: Simply repeating the Statement contained in the bid solicitation is not sufficient.

**Mandatory Criteria**

Bids will be evaluated based on a mix of mandatory and point-rated criteria on the basis of:

- 60% highest technical rating
- 40% lowest financial cost

**Mandatory Requirements Criteria**

<b>RFP Reference</b>	<b>Requirements</b>	<b>Reference Section/Page in Bidder's Proposal</b>
<b>M1.</b>	<p>The Bidder <b>MUST</b> demonstrate that they have delivered pre-retirement training on at least 3 different occasions in English and at least 3 different occasions in French to federal department(s) and/or agency(ies), in the last three (3) years.</p> <p>The pre-retirement training <b>MUST</b> include 5 workshops on the following 5 topics:</p> <p>The Public Service Pension Plan; Estate Planning; Financial Planning; Health and Nutrition; and Psychological Aspects of Retirement</p> <p>If the title of the workshop differs slightly from the topic as listed above, the bidder must demonstrate that the topic listed above is the main focus of the workshop (despite the slight difference in title).</p> <p><b>** Bidders must complete the form at Annex “D” and include with their bid at bid closing.</b></p>	
<b>M2.</b>	<p>The Bidder <b>MUST</b> include detailed curriculum vitae (CV) for EACH proposed resource that will be facilitating any of the workshops below. The CV must include sufficient details to enable a full evaluation.</p> <ol style="list-style-type: none"> <li>1. The Public Service Pension Plan;</li> <li>2. Estate Planning;</li> <li>3. Financial Planning;</li> <li>4. Health and Nutrition; and</li> <li>5. Psychological Aspects of Retirement.</li> </ol> <p>The English and French sessions can be delivered by two (2) different qualified subject matter experts. Maximum 2 resources per workshop.</p>	
<b>M3.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 1-The Public Service Pension Plan</b> has :</p>	



	<p>A VALID certification given by the Government of Canada Pension Centre of Public Services and Procurement Canada (PSPC) to deliver the Public Service Pension Plan Information Session (or Plan Member Education Session) on the Public Service Superannuation Act (R.S.C., 1985, c.P-36).</p> <p>A copy of the certification MUST be included in the proposal at bid closing.</p>	
<b>M4.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 1-The Public Service Pension Plan</b> has delivered at least three (3) information sessions to federal public employees on the Federal Public Service Pension Plan within the last 3 years, as of the resulting Request for Proposal closing date and time.</p> <p><b>** Bidders must complete the form at Annex “D” and submit it with their bid.</b></p>	
<b>M5.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 2-Estate Planning</b> has :</p> <p>a law degree* (e.g. Bachelor of Laws (LL.B) or Bachelor of Civil Law (B.C.L.) degree) from a recognized Canadian university or a Certificate of Qualification issued by the National Committee on Accreditation (NCA) of the Federation of Law Societies of Canada.</p> <p>A copy of the degree or a copy of the NCA Certificate of Qualification MUST be included in the proposal at bid closing.</p>	
<b>M6.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 2 – Estate Planning</b> has delivered at least three (3) information sessions to federal public employees on the estate planning, wills and power of attorney within the last 3 years as of the resulting Request for Proposal closing date and time.</p> <p><b>** Bidders must complete the form at Annex “D” and submit it with their bid.</b></p>	
<b>M7.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 3-Financial Planning</b> has :</p> <p>a certified financial planner (CFP) professional designation.</p> <p>A copy of the certification or designation MUST be included in the proposal at bid closing</p>	
<b>M8.</b>	<p>The bidder <b>MUST</b> demonstrate that <b>EACH</b> proposed resource in <b>Workshop 3 - Financial Planning</b> has delivered at least three (3) information sessions to federal public employees on financial planning within the last 3 years as of the resulting Request for Proposal closing date and time.</p> <p><b>** Bidders must complete the form at Annex “D”</b></p>	



	<b>and submit it with their bid.</b>	
<b>M9.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 4-Health and Nutrition</b> has :</p> <p>a valid permit to practice medicine or nursing in Canada, <b>Or</b> the possession of the protected titles nutritionist or dietitian compliant with provincial regulatory bodies. A copy of the permit to practice medicine or nursing in Canada, or a valid proof of possession of the protected titles nutritionist or dietitian compliant with provincial regulatory bodies <b>MUST</b> be included in the proposal at bid closing.</p>	
<b>M10.</b>	<p>The bidder <b>MUST</b> demonstrate that <b>EACH</b> proposed resource in <b>Workshop 4-Health and Nutrition</b> has delivered at least three (3) information sessions to federal public employees on physical health and nutrition within the last 3 years as of the resulting Request for Proposal closing date and time.</p> <p><b>** Bidders must complete the form at Annex “D” and submit it with their bid.</b></p>	
<b>M11.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 5-Psychological Aspects of Retirement</b> has :</p> <ul style="list-style-type: none"> <li>• a Bachelor degree in Psychology from a recognized Canadian university.</li> <li>• A copy of the degree <b>MUST</b> be in the proposal at bid closing</li> </ul> <p>If the degree is obtained outside Canada, it must be approved by a recognized Canadian educational credential assessment (ECA) service. The list of recognized organizations that can provide an academic credentials assessment service can be found at <a href="http://www.cicic.ca/">http://www.cicic.ca/</a>. A valid official proof of this equivalency (ECA report) must be included in the proposal at bid closing.</p>	
<b>M12.</b>	<p>The bidder <b>MUST</b> demonstrate that <b>EACH</b> proposed resource in <b>Workshop 5- Psychological Aspects of Retirement</b> has delivered at least three (3) information sessions to federal public employees on the psychological aspects of retirement within the last 3 years as of the resulting Request for Proposal closing date and time.</p> <p><b>** Bidders must complete the form at Annex “D” and submit it with their bid.</b></p>	
<b>M13.</b>	<p><b>Accessibility.</b> All training material (e.g. participant guides, presentation, job aids, reference materials, emails, etc.) used by the Contractor must be in an accessible format conformant to <b>Clause 10 of EN 301 549 v2.1.2 (or a more recent version of EN 301 549)</b> as detailed in <b>Annex C – ICT Accessibility Requirements.</b></p> <p>In order to meet this requirement, Contractor’s proposal must include written confirmation that the Contractor:</p>	



	<p><u>1.0</u> has reviewed the requirements described in <b>Annex A – Statement of Work; D. SCOPE: LOGISTICS AND REVIEW Accessibility</b> and <b>Annex C – ICT Accessibility Requirements</b>.</p> <p>AND either:</p> <p><u>2.0</u> all the training material already fully conforms with the Information and Communications Technology (ICT) accessibility requirements and the Contractor provides an Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT®) with their proposal on the closing date and time of this request for proposal. The Accessibility Conformance Report (ACR) must;</p> <ul style="list-style-type: none"> <li>• be based on the VPAT® format and completed by a third-party and assessed against the EN 301 549 v2.1.2 (or a more recent version of EN 301 549)</li> <li>• cover all the training material</li> <li>• have been completed not more than 24 months ago.</li> </ul> <p>OR</p> <p><u>3.0</u> all the training material will be brought to full conformance within nine (9) months of contract award. The Contractor agrees they are solely responsible for any subcontracting or other work required to achieve conformance.</p> <p><b>** Bidders must complete the form at Annex “E” and submit it with their bid.</b></p>	
<b>M14.</b>	<p>The Bidder must provide the training materials in English and French, in electronic PDF format for the workshop listed below at bid closing:</p> <ul style="list-style-type: none"> <li>• The Public Service Pension Plan (The Public Service Superannuation Act (R.S.C., 1985,c. P-36);</li> <li>• Estate Planning;</li> <li>• Financial Planning;</li> <li>• Health and Nutrition; and</li> <li>• Psychological Aspects of Retirement</li> </ul>	





**Rated Criteria**

RFP Reference	Requirements Technical Rating	Points
R1.	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 1 - The Public Service Pension Plan</b> has experience in delivering information sessions to federal public employees on the Federal Public Service Pension Plan over the past 5 years.</p> <p><b>** Bidders should complete the form at Annex “F” and submit it with their bid.</b></p> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max 2 Resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p>1 point per session delivered in English for a maximum of 10 points. 1 point per session delivered in French for a maximum of 10 points.</p>
R2.	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 2 – Estate Planning</b> has experience in delivering information sessions to federal public employees on the estate planning, wills and power of attorney over the past 5 years.</p> <p><b>** Bidders should complete the form at Annex “F” and submit it with their bid.</b></p> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p>1 point per session delivered in English for a maximum of 10 points. 1 point per session delivered in French for a maximum of 10 points.</p>
R3.	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 3-Financial Planning</b> has experience in delivering information sessions to federal public employees on financial planning over the past 5 years.</p> <p><b>** Bidders should complete the form at Annex “F” and submit it with their bid.</b></p> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p>1 point per session delivered in English for a maximum of 10 points. 1 point per session delivered in French for a maximum of 10 points.</p>
R4.	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 4-Health and Nutrition</b> has experience in delivering information sessions to federal public employees on health</p>	<p><b>Maximum 20 points</b></p>



	<p>and healthy aging over the past 5 years</p> <p><b>** Bidders should complete the form at Annex “F” and submit it with their bid.</b></p> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p>1 point per session delivered in English for a maximum of 10 points. 1 point per session delivered in French for a maximum of 10 points.</p>
<b>R5.</b>	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 5- Psychological Aspects of Retirement</b> has experience in delivering information sessions to federal public employees on the psychological aspects of retirement over the past 5 years.</p> <p><b>** Bidders should complete the form at Annex “F” and submit it with their bid.</b></p> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p>1 point per session delivered in English for a maximum of 10 points. 1 point per session delivered in French for a maximum of 10 points.</p>



## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgscc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgscc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 5.1.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

### 5.1.3. Former Public Servants

Treasury Board Contracting Policy states: "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 the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. 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.
- e. "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.
- f. "pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8."

#### 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** ( )

\* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

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;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the



published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Treasury Board Contracting Policy states: "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."



## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 6.2 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

#### 6.3 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is 24 months starting at contract award of the Standing Offer Agreement.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional periods of 12 months each, under the same conditions and at the rates specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.5. Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is: *(to be completed at contract award)*

Name:

Title:

Employment and Social Development Canada

Contracting and Procurement

Address: 140 Promenade du Portage  
Gatineau, Quebec, K1A 0J9

Telephone:

Email Address:

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



### 6.5.2 Project Authority

The Project Authority will be identified in each call-up against the Standing Offer.

The Project Authority is the representative of the department of ESDC for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: (To be determined at the Standing Offer award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Email Address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

### 6.7 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the offeror and a call-up will be raised by the Contracting Authority against the standing offer. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

### 6.8 Call-up Instrument

The work will be authorized and confirmed by the Project Authority using a 942, Call-up against a standing offer.

### 6.9 Priority of 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 call up instrument, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 6.10 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up instrument.

### **6.1 Statement of Work**

The Contractor must perform the Work described in the call-up instrument.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010B (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, to the exception of:

1. Section 10 Invoice Submission, in its integrity;

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The Work must be completed in accordance with the schedule identified in the call-up instrument.

### **6.4 Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

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

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

The Contractor will be paid the firm all-inclusive rate per session for the work performed under the contract. Customs duties are included and the applicable taxes are extra.

#### **6.5.2 Limitation of Expenditure**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **6.5.3 Method of Payment - Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

#### **6.5.4 Taxes – Foreign-based Contractor (if applicable)**





Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## **6.6 Invoicing Instructions**

**6.6.1** Invoices must be submitted in the Contractor's name. The Contractor must submit monthly invoices; invoices must only apply to the Contract. Each invoice must indicate the work performed.

**6.6.2** Invoices must show:

- a. the date, the name and address of the client, description of the Work, contract number, and financial code(s);
- b. details of expenditures (fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of applicable Taxes; and
- c. the extension of the totals, if applicable.

**6.6.3** Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

**6.6.4** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **6.7 Intellectual Property**

### ***Contractor to Own Intellectual Property Rights in Foreground Information***

- **01** Interpretation
- **02** Disclosure of Foreground Information
- **03** Contractor to Own Intellectual Property Rights in Foreground Information
- **04** License to Intellectual Property Rights in Foreground Information
- **05** License to Intellectual Property Rights in Background Information
- **06** Right to License
- **07** Transfer of Intellectual Property Rights in Foreground Information
- **08** Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- **09** Access to Information; Exception to Contractor Rights



- 10 Waiver of Moral Rights

## 01 Interpretation

### 1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical, or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## 02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.



3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

### **03 Contractor to Own Intellectual Property Rights in Foreground Information**

1. Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
3. (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.  
  
(ii) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

### **04 License to Intellectual Property Rights in Foreground Information**

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a nonexclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.



2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
  1. applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
  2. includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
4. Notwithstanding subsections 1,2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
7. The Contractor may apply to the Minister for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.



## 05 License to Intellectual Property Rights in Background Information

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  1. for the use, operation, maintenance, repair or overhaul of the Work;
  2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
  3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times; and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## 06 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and the Background Information as required by the Contract.



## **07 Transfer of Intellectual Property Rights in Foreground Information**

1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

## **08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information**

1. In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property



Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

#### **09 Access to Information; Exception to Contractor Rights**

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Notwithstanding subsection 1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
  1. is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  3. is independently developed by or for Canada; or
  4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

#### **10 Waiver of Moral Rights**

1. The Contractor shall obtain a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of moral rights to the Minister.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



## ANNEX "A" STATEMENT OF WORK

### **1.0 Title:**

Pre-Retirement Training (requirement to engage the professional services of a team (maximum 2 resources per workshop).

### **2.0 Objectives:**

Engage a Contractor to obtain the services of professionals to deliver virtually pre-retirement training workshops to Employment and Social Development Canada (ESDC) employees and their spouses.

The pre-retirement training workshops are:

- 1) The Public Service Pension Plan (also called Plan Member Education Session);
  - Note: The Project Authority/Departmental Coordinator may or may not use the Contractor for this workshop, as it is currently offered by Public Services and Procurement Canada (PSPC) at no cost. ESDC would like to have a backup option in place in case this arrangement with PSPC changes during the duration of the contract period.
- 2) Estate Planning;
- 3) Financial Planning;
- 4) Health and Nutrition; and
- 5) Psychological Aspects of Retirement

Additional details of each workshop (including length) are listed in 4.0 A Scope.

A Retirement Action Plan Template will also be an integral part of each workshop. Additional details about the retirement action plan template can be found in 4.0 D: Scope.

**Target audience:** All employees of ESDC and their spouses, and ESDC Executives and their spouses.

The primary objective of this pre-retirement training is to provide information to ESDC employees and executives, and their spouses in 5 key areas to help them plan for, prepare and transition into retirement. The 5 key areas are: The Public Service Pension Plan; Estate Planning; Financial Planning; Health and Nutrition; and Psychological Aspects of Retirement.

The workshops must be provided in English and in French and be delivered via MS Teams (preferably the Desktop version), live moderated sessions in various time zones throughout Canada.

### **3.0 Background Statement:**

ESDC has historically recognized the importance of supporting employees and executives in the transition to retirement, as it is acknowledged that this transition is an





important step requiring proper planning. Following the decision of the Canada School of Public Service (CSPS) in 2015 to not offer anymore pre-retirement training to all federal public servants, ESDC decided to step-in and established in 2018 a departmental standing offer in order to provide appropriate and relevant learning solutions relating to pre-retirement to ESDC employees. Now that this standing offer is ending in 2023, ESDC is looking to establish a new departmental standing offer in order to provide pre-retirement to ESDC employees.

#### **4.0 Scope :**

##### **A. Scope: Session Structure and Content**

##### **Terminology:**

**Department Coordinator:** Any ESDC employee who has been tasked to organize a pre-retirement workshop on behalf of ESDC.

**Participant:** Federal government employees and executives of ESDC, and their spouses

##### **Reference Document:**

**The following reference documents are available to the Contractor:**

- a) Collective agreements - [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/coll\\_agre/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agre/siglist-eng.asp)
- b) Canadian Human Rights Act - <http://laws.justice.gc.ca/eng/acts/H-6>
- c) Employment Equity Act - <http://laws.justice.gc.ca/eng/acts/E-5.401>
- d) Public Service Employment Act - <http://laws.justice.gc.ca/eng/acts/P-33.01>
- e) Public Service Staff Relations Act - <http://laws.justice.gc.ca/eng/acts/P-35>
- f) Labour Relations - PSMA Related Policy Instruments and Guidelines - [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_11b/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_11b/siglist-eng.asp)
- g) Public Service Modernization Act - <http://laws.justice.gc.ca/eng/acts/P-33.4>
- h) Official Languages Act - <http://laws.justice.gc.ca/eng/acts/O-3.01>
- i) Financial Administration Act - <http://laws.justice.gc.ca/eng/acts/F-11>
- j) Federal Accountability Act - <http://www.tbs-sct.gc.ca/faa-lfi/index-eng.asp>
- k) Treasury Board Policies - <http://www.tbs-sct.gc.ca/pol/index-eng.aspx>
- l) Internal Disclosure - <https://www.canada.ca/en/treasury-board-secretariat/topics/values-ethics/disclosure-protection.html> <http://www.tbs-sct.gc.ca/pd-dp/index-eng.asp>
- m) The Treasury Board of Canada's Travel Policy and Associated Directives
- n) Public Service Superannuation Act (PSSA) Certification Program
- o) Pension Benefit Division Act
- p) Treasury Board of Canada Secretariat – Pensions
- q) Division of Pension Benefits Package
- r) The Insurance Administration Manual



- s) Accommodation Standards - [https://buyandsell.gc.ca/cds/public/2017/11/28/5a915fb7fa3150f8e74910e5a3c229fa/workplace\\_fit-up\\_standards.pdf](https://buyandsell.gc.ca/cds/public/2017/11/28/5a915fb7fa3150f8e74910e5a3c229fa/workplace_fit-up_standards.pdf)  
[https://buyandsell.gc.ca/cds/public/2013/07/24/eca34fffc77113b8f3f89360169bfa75/workplace\\_2\\_0\\_manual.pdf](https://buyandsell.gc.ca/cds/public/2013/07/24/eca34fffc77113b8f3f89360169bfa75/workplace_2_0_manual.pdf)  
u)t) \_\_\_\_\_ Region definition across Canada - <http://www.tpsgc-PSPC.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>

### Structure and Content:

This training will consist of the workshops listed below. These workshops must be provided in English and in French and be delivered via MS Teams. These sessions will be moderated to ESDC employees and executives, and their spouses. Each workshop is to be offered as either part of a series or a standalone workshop based on the needs of the departmental coordinator.

The Contractor must deliver the five pre-retirement workshops listed below via a facilitated, on-line, real-time method, using MS Teams on an “if and when requested” basis:

- 1) The Public Service Pension Plan;
- 2) Estate Planning;
- 3) Financial Planning;
- 4) Health and Nutrition; and
- 5) Psychological Aspects of Retirement.

At the request of the Project Authority or the Departmental Coordinator, the Contractor must be able to deliver each of the above 5 training workshops individually.

At the request of the Project Authority or the Departmental Coordinator, the Contractor must also be able to deliver the above 5 training workshops over a 2 day period.

In the event that ESDC does not have a training need for The Public Service Pension Plan workshop, this workshop could be substituted with a second Financial Planning workshop or a second Estate Planning workshop, delivered back to back, in order to have a full two-day training schedule.

All of the above workshops must

- Account for the differences in pension for each province that the workshop is delivered too;
- Be adapted to accommodate the different information based on the occupational groups in the public service pension plan;
- Be provided, delivered and adapted for the following audiences (when requested):
  - Federal Public Service Employees, and their spouses
  - Federal Public Service Executives, and their spouses



Minimum number of participations 5 and maximum number of participants 50 per workshop.

### Workshop Requirements

Workshop	Content	Duration
<p>The Public Service Pension Plan</p>	<p>This workshop must be delivered by a Public Service Superannuation Act (PSSA) certified Pay Specialist.</p> <p>Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Public Service Superannuation Act</li> <li>b) Contributions</li> <li>c) Benefits (immediate annuity and deferred annuity)</li> <li>d) How to calculate your pension</li> <li>e) Annual allowance</li> <li>f) Cash termination allowance</li> <li>g) Transfer value</li> <li>h) Return on contributions</li> <li>i) Impact of 65 and addressing the new 2-year gap 65-67</li> <li>j) Elective service</li> <li>k) Deduction from pension</li> <li>l) Supplementary death benefits</li> <li>m) Indexation</li> <li>n) Selection of retirement date</li> <li>o) Severance pay</li> <li>p) The Tax implications of all of the above.</li> <li>q) Retirement Action plan</li> </ul> <p>The Contractor must use the materials developed and maintained by the Government of Canada Pension Centre of Public Services and Procurement Canada (PSPC) to deliver this part of the Workshop.</p> <p>The workshop on the Public Service Pension Plan must:</p> <ul style="list-style-type: none"> <li>r) Account for the differences in pension for each province that the workshop is delivered to;</li> <li>s) Be adapted to accommodate the different information based on the occupational groups in the public service pension plan;</li> <li>t) Be provided, delivered and adapted for the following audiences (when requested):               <ul style="list-style-type: none"> <li>o Federal Public Service Employees, and their spouses</li> <li>o Federal Public Service Executives, and their spouses</li> </ul> </li> </ul>	<p>3-hour workshop with 15 minutes break</p>



	<p>Note: The Project Authority/Departmental Coordinator may or may not use the Contractor for this workshop, as it is currently offered by PSPC at no cost. ESDC would like to have a backup option in place in case this arrangement with PSPC changes during the duration of the contract period.</p>	
Estate Planning	<p>This workshop must be delivered by a Canadian Certified or licensed lawyer, paralegal, or notary. Topics include but are not limited to:</p> <ul style="list-style-type: none"><li>a) Powers of Attorney</li><li>b) Need for a will</li><li>c) Types of wills</li><li>d) Modifying a will</li><li>e) What a will can do</li><li>f) Need for appropriate advice (i.e., Lawyer or Estate Tax Planner)</li><li>g) The executor and the trustee</li><li>h) Avoiding probate</li><li>i) Appropriate Tax Planning</li><li>j) Retirement Action plan</li></ul>	3-hour workshop with 15 minutes break
Financial Planning	<p>This workshop must be delivered by a Canadian Certified or licensed Financial Planner. Topics include but are not limited to:</p> <ul style="list-style-type: none"><li>a) Financial Concepts</li><li>b) Income tax</li><li>c) Time and money</li><li>d) Investments (TFSA/RRSP) (tax free Savings Account / Registered retirement savings plan)</li><li>e) Sources of income</li><li>f) Employer</li><li>g) Canada/Quebec pension plans</li><li>h) Personal savings</li><li>i) Decisions to make at retirement</li><li>j) Work versus retirement</li><li>k) Annuity versus RRIF (Registered Retirement Savings Fund)</li><li>l) Past service buyback</li><li>m) Financial security</li></ul>	3-hour workshop with 15 minutes break



	<ul style="list-style-type: none"> <li>n) Insurance</li> <li>o) Personal finances</li> <li>p) Retirement Action plan</li> </ul>	
Health and Nutrition	<p>This workshop must be delivered by a Canadian Certified or licensed nurse, dietitian, or medical doctor. The focus will be on diet, health and its impact on retirement. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Diet and nutrition</li> <li>b) Cardiovascular system</li> <li>c) Heart attacks</li> <li>d) Hypertension</li> <li>e) Respiratory system</li> <li>f) Gastrointestinal system</li> <li>g) Endocrinological system</li> <li>h) Diabetes</li> <li>i) Cancer</li> <li>j) Stroke</li> <li>k) Mental Health (this topic is to be coordinated with the section on Psychological Aspects of Retirement)</li> <li>l) Retirement Action plan</li> </ul>	1.5 hours
Psychological Aspects of Retirement	<p>This workshop must be delivered by a Canadian Certified or licensed Psychologist or Psychological associate. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) The psychology of retirement</li> <li>b) The need for a meaningful activity in retirement</li> <li>c) Handling the transition to retirement</li> <li>d) Redefinition of self</li> <li>e) Gains and losses</li> <li>f) Social support in retirement (family matters and friendship networks)</li> <li>g) Retirement Action plan</li> </ul>	1.5 hours

**B. SCOPE: LANGUAGES**

The Contractor must provide all work and materials in English and French in accordance with the Federal Government Official Languages Act.

Facilitators must be proficient in the language (i.e. French or English) of the training session that they are facilitating.

The Project Authority reserves the right to evaluate the language proficiency of the facilitators throughout the period of the Standing Offer. Should the evaluation determine



that the facilitator does not meet the language requirement; the Contractor must immediately replace the facilitator at no additional cost and in accordance with the Standing Offer.

### **C. SCOPE: FACILITATORS**

The Contractor **MUST** provide professionals and/or subject matter experts to prepare and to deliver each of the workshops (listed below) in English and French; it is acceptable that the English and French sessions be delivered by two (2) different qualified subject matter experts. (Maximum 2 resources per workshop.)

The Contractor must provide facilitators for each of the workshops listed in *4.0 A Scope* and guarantee that the facilitators meet the following criteria:

- The facilitators must be proficient in the language (English or French) of the workshop they are delivering (refer to details under *4.0 B Scope: Languages*).
- The facilitators must meet the minimum qualifications listed below. If a facilitator meets all minimum criteria for multiple topics, they may deliver those multiple topics. The Project Authority may request, at any time, evidence that the facilitators meet the qualifications detailed below.

#### **Facilitator Qualifications:**

##### The Public Service Pension Plan

**Pay Specialist:** The Certified Pay Specialist must have a certification given by Government of Canada Pension Centre of Public Services and Procurement Canada (PSPC) to deliver the Public Service Pension Plan Information Session (or Plan Member Education Session) on the Public Service Superannuation Act (R.S.C., 1985, c.P-36).

The Certified Pay Specialist must have delivered at least 3 times the Workshop\* The Public Service Pension Plan to federal public employees within the last 3 years as of the resulting Request for Proposal closing date and time

##### Estate Planning

**Lawyer, paralegal, or notary:** The Canadian Certified or licensed lawyer, paralegal, or notary must have a law degree\* (e.g. Bachelor of Laws (LL.B) or Bachelor of Civil Law (B.C.L.) degree) from a recognized Canadian university or a Certificate of Qualification issued by the National Committee on Accreditation (NCA) of the Federation of Law Societies of Canada.

The Canadian Certified or licensed lawyer, paralegal, or notary must have delivered at least 3 times the Workshop\* on Estate Planning to federal public employees on estate planning, wills and power of attorney within the last 3 years as of the resulting Request for Proposal closing date and time.

\*\*Note: University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized



organizations that can provide an academic credentials assessment service can be found at <http://www.cicic.ca/>

### Financial Planning

**Financial Planner:** The Canadian Certified or licensed Financial Planner must have a certified financial planner (CFP) professional designation.

The Canadian Certified or licensed Financial Planner must have delivered at least 3 times the Workshop\* on Financial Planning to federal public employees on financial planning within the last 3 years as of the resulting Request for Proposal closing date and time.

### Health and Nutrition

**Nurse, dietitian, or medical doctor:**

The Canadian licensed or certified nurse, dietician, nutritionist or medical doctor must have delivered at least 3 times the Workshop\* on Health and Nutrition to federal public employees on physical health and well-being within the last 3 years as of the resulting Request for Proposal closing date and time.

### Psychological Aspects of Retirement

**Psychologist or Psychological associate:** The Canadian Certified or licensed Psychologist or Psychological associate must have a Bachelor degree\* in Psychology from a recognized Canadian university

The Canadian Certified or licensed Psychologist or Psychological associate must have delivered at least 3 times the Workshop\* on – Psychological Aspects of Retirement to federal public employees on the psychological aspects of retirement within the last 3 years as of the resulting Request for Proposal closing date and time.

\*\*Note: University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations that can provide an academic credentials assessment service can be found at <http://www.cicic.ca/>

## **Facilitator expectations**

Each facilitator must present information in a clear and concise manner, explaining the content to ensure all learners understand the key topics listed in this document.

## **Facilitators Tasks and Responsibilities**

- a) Log into the MS Teams session 15 minutes prior to the scheduled session;
- b) Ensure MS Teams is functioning properly;
- c) Provide technical and troubleshooting assistance to participants;
- d) Monitor the MS Teams chat box, raised hands and other MS Teams communication methods throughout the workshop in order to respond to participants' inquires;



- e) Take attendance at the start of each workshop and provide to the department coordinator at the end of each workshop;
- f) Deliver the approved Workshop material only;
- g) Encourages the participants to complete, and periodically adjust their retirement action plan throughout the workshop;
- h) Respect adult education principles:
- i) Focus on group process and dynamics;
- j) Ensure the workshop timeline is managed effectively;
- k) Keep the discussion on track;
- l) Share subject matter knowledge when required;
- m) Facilitators must not market or promote personal or business services;
- n) Inform the Contractor and Departmental Coordinator of any difficulties related to the workshop.

### Facilitator scheduling

The Contractor must ensure that all facilitators are ready to present at the scheduled date and time. The facilitator must log into the Teams session 15 minutes prior to the scheduled session.

## D. SCOPE: LOGISTICS AND REVIEW

### All Sessions

#### Accessibility requirements

All training material (e.g. participant guides, presentation, job aids, reference materials, emails, etc.) used by the Contractor must be in an accessible format conformant to **Clause 10 of EN 301 549 v2.1.2 (or a more recent version of EN 301 549)** as detailed in **Annex C – ICT Accessibility Requirements**.

In order to meet this requirement, Contractor's proposal must include written confirmation that the Contractor:

- 1.0 has reviewed the requirements described in **Annex A – Statement of Work; D. SCOPE: LOGISTICS AND REVIEW ~~Accessibility~~** and **Annex C – ICT Accessibility Requirements**.

AND either:

- 2.0 all the training material already fully conforms with the Information and Communications Technology (ICT) accessibility requirements and the Contractor provides an Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT®) with their proposal on the closing date and time of this request for proposal. The Accessibility Conformance Report (ACR) must;





- be based on the VPAT® format and completed by a third-party and assessed against the EN 301 549 v2.1.2 (or a more recent version of EN 301 549)
- cover all the training material
- have been completed not more than 24 months ago.

OR

3.0 all the training material will be brought to full conformance within nine (9) months of contract award. The Contractor agrees they are solely responsible for any subcontracting or other work required to achieve conformance.

3.1 (**Step 1**) The successful Contractor will be required to **submit a detailed remediation plan (roadmap)** on how they will achieve full conformance three (3) months after contract award. This plan will detail how they will fully meet the requirements, including:

- identification of specific clauses from the EN 301 549 v2.1.2 which do not conform
- timelines to remediate accessibility issues
- plans to subcontract accessibility audits and remediation
- plans and ability to internally audit and remediate accessibility

The remediation plan (roadmap) must be reviewed and approved by the project authority.

The purpose of the **remediation plan (roadmap)** is to provide sufficient details that ESDC understands issues that are preventing the training material from conforming to the standard today. This:

- Informs ESDC on how users may be effected and any accommodations that might be needed on a temporary basis.
- Gives ESDC a better idea of how realistic the Contractor's timelines are and if it is feasible within the timeline to implement.

3.2 (**Step 2**) All Contractor training materials, following an independent verification, must be validated as compliant with Clause 10 of EN 301 549 v2.1.2 (or a more recent version of EN 301 549) within nine (9) months of contract award. To achieve this, within nine (9) months of contract award, the Contractor can:

A. Provide Accessibility Conformance Report (ACR), which must be:

- based on the VPAT® format and completed by a third-party and assessed against EN 301 549 v2.1.2 (or a more recent version of EN 301 549)



- cover all the training material

OR

- B. Provide all of its training materials to ESDC within nine (9) months of contract award for accessibility compliance verification. Then receive confirmation from ESDC that all training materials meet EN 301 549 v2.1.2 (or a more recent version of EN 301 549)

### **Handling user ICT accessibility complaints**

In the event the proposed solution does not presently conform with ICT accessibility requirements, an end user may put forward an issue, complaint, or request for accommodation to the Contractor. If an issue, complaint or request is received, the Contractor will contact the Project Authority immediately to discuss options to meet the immediate needs as part of Duty to Accommodate.

While permanent solutions may already be part of an ICT accessibility roadmap, immediate accommodations are required to ensure equal access to all participants. The user must receive ICT accessibility accommodations within ~~ten~~ fifteen (10) business days of the issue, complaint or request being received and the Project Authority must be advised of both the request and the accommodation provided.

### **Multiple formats**

Where documents are provided in more than one format (for example documentation provided in both PDF and Excel format), at least one of these must be accessible as detailed in **Annex C – ICT Accessibility Requirements**. The accessible version must provide equivalent information to the inaccessible version. A notice must be posted indicating which format is accessible.

### **Practical guides and support**

For practical guidelines on creating accessible documents, the Contractor can refer to these Digital Accessibility Toolkit:

[Digital Accessibility Toolkit - Digital Accessibility Toolkit / Sharing space \(canada.ca\)](#);  
[Accessible Documents - ESDC / IT Accessibility office \(bati-itao.github.io\)](#) and  
[Accessibility Video training](#).

Please note that these practical guides are not exhaustive and do not ensure that all accessibility requirements will be met. It is the Contractor's responsibility to consider all elements of the Clause 10 of EN 301 549 v2.1.2 and to ensure that the training material meets all accessibility requirements.

If needed and at the request of the Contractor, the Project Authority may provide advice and guidance on accessibility requirements. However, it is the Contractor's sole responsibility to ensure that their training materials meet all accessibility requirements.

### **CART services (Communication Access Realtime Translation) and interpretation in visual languages**



The Project Authority or Departmental Coordinator reserves the right to include CART (Communication Access Real-time Translation) and interpretation in visual languages for accessibility purposes in any training sessions. ESDC will be responsible for the implementation of these measures and will assume the costs associated with these measures.

### **Session evaluations**

The Project Authority is responsible for all session evaluations. The Departmental Coordinator will arrange for the distribution and collection of participant session evaluations, and will review the evaluations it collects from participants and, when necessary, provide its feedback to the Contractor.

### **Auditing of sessions**

The Project Authority reserves the right to audit any sessions held, assess the session content and review facilitator performance. The Project Authority will provide 5 working days advance notice to the Contractor in the event of an audit. In the event that the Project Authority finds items not in compliance with the Statement of Work during its audit, it will notify the Contractor in writing and the Contractor will be required to take corrective action within 10 working days of receipt of such notice.

### **Responsibilities of the Department Coordinator**

- a) Communicate with the Contractor to request possible dates for the workshop;
- b) Liaise with the Contractor to coordinate logistics, including creating the MS Teams meeting and providing the MS Teams link to the Contractor.
- c) Coordinate participants' registration;
- d) Prepare the list of participants and send to the contractor/facilitator;
- e) Inform Contractor of any accessibility measure to be implemented during the session;
- f) Send out the invitations to participants for each workshop (including the MS teams link and the electronic versions of the course material- as provided by the Contractor);
- g) Resolve any issues or concerns prior to the start of each workshop, including any requirements to postpone or cancel a workshop;
- h) Inform the Project Authority of any issue related to the Contractor's performance

### **Kick off Meeting**

A Kick-off meeting will be held within thirty (30) business days from the date of Standing Offer award between the Project Authority/Departmental Coordinator and the Contractor. The kick-off meeting will be organized as a teleconference. The exact date and time will be provided after Standing Offer issuance by the Project Authority.

The purpose of the kick-off meeting will be to:

- Review the Standing Offer requirements;



- Review and clarify the respective roles and responsibilities of the Project Authority, the Departmental Coordinator and the Contractor to ensure common understanding of the requirement and the terms and conditions of the Standing Offer.

### **Review and approval of training materials**

The Contractor must provide all of its training materials, including any subsequent additions or modifications to the training materials, to the Project Authority for approval prior to its use in a training session. In the event that changes are required at the request of the Project Authority, the Contractor agrees to fully cooperate and make the requested changes within two weeks.

### **Progress Review Meeting**

Progress review meetings (PRM) will occur once per fiscal year, if needed. The PRM will be organized through a teleconference between the Project Authority/Departmental Coordinator and the Contractor. The Project Authority/Departmental Coordinator will be responsible for coordinating PRM with the Contractor.

The purpose of the progress review meeting is to:

- Review current and future workshop requirements;
- Discuss and resolve operational, administrative or contractual details as well as any possible issues.

### **Facilitated On-line Distance Learning Delivery (MS Teams) Sessions**

#### **Delivery method**

The Contractor will deliver the workshops through MS Teams (preferably the Desktop version). The Contractor must ensure that all facilitators are able to use and deliver training proficiently using MS Teams.

ESDC reserves the right to use another learning platform other than MS Teams, in the event that it is deemed to be in the best interest to do so. If so, the Project Authority will ensure that this platform meets accessibility standards.

Facilitators are required to use a **headset with an integrated boom microphone** or a conference or gooseneck directional microphone when delivering virtual training. Microphones must comply with ISO 20109 and must reproduce voice frequencies between 125 Hz and 15000 Hz.

Facilitators will have to use a computer when delivering the trainings virtually. The use of a smartphone or a tablet is not permitted.

During the virtual delivery of the training, the facilitators must:



- Avoid background noise
- Switch off other applications and sound notifications.
- Keep other devices separate and muted.
- The facilitator should be well framed, and not be backlit.
- Turn on the camera
- Speak directly into microphone
- Speak at a measured pace

The Contractor is responsible to ensure that the contractor's computer equipment is capable of seamlessly using MS Teams.

**Prior to delivery:** The Contractor must provide the Departmental Coordinator with an electronic version of the course material 10 working days prior to the scheduled workshop delivery.

### **Territorial acknowledgement**

At the request of the Project Authority or Departmental Coordinator, the Contractor is required to read a short script on territorial acknowledgement at the beginning of the delivery of each training session. In this case, the Project Authority or Departmental Coordinator will provide the script to the Contractor at least 3 business days prior to the delivery of the training.

**Session length:** The length of each workshop is listed in *4.0 A Scope*.

**Session timeframes:** The workshops must be delivered on business days from Monday to Friday, from 08:30 am to 4:30 pm – using the time-zone designated by the Departmental Contractor.

On days where a full day of workshops are scheduled, the Workshops must include one 15-minute break in the morning, one 15-minute break in the afternoon and a 30 minute lunch break each day.

Any changes in established hours of delivery require prior approval by the Project Authority or the Departmental Coordinator.

### **Attendance list**

The Contractor must e-mail to the Departmental Coordinator a copy of the Attendance List (must include training title, session dates, Contractor name, participant names) no more than 3 business days after the end of the session

### **Materials**

All workshop materials and documentation for participants (presentation, job aids, etc.) must be:

- Provided by the Contractor to the Departmental Coordinator as electronic copies in PDF format (in the same language of the workshop).



- Upon request, the Contractor must provide electronic copies in PDF format with Arial font size 14 or 16pt to accommodate participants and their spouses.
- All electronic material provided by the Contractor must be printable on 8.5 x 11 inch paper
- Adjusted by the Contractor with the material discussed in the Workshop to reflect the retirement environment in the province that the Workshop is being offered in.
- A Retirement Action Plan Template provided by the Contractor. It is an integral part of each workshop and includes the participant's personal goals and milestones applicable to: Financial planning (including Pension Plan), Estate Planning, Psychological Preparation, as well as Health and Nutrition. Participants must be able to write information into it during the workshop to build their personal retirement plan. The Retirement Action Plan Template must be: introduced at the beginning of each workshop; referred to during each workshop; completed by the participants during each workshop; summarized and discussed at the end of the workshop. The Contractor/Facilitator must encourage the Participants to complete, and periodically adjust their retirement action plan throughout the workshop.

### **Changes in the workshops:**

The Contractor must inform the Project Authority when changes are made to the Workshop and the Material.

The Contractor must ensure that all workshop material is kept updated based on changes in legislation for the entire duration of the standing offer and notify the Project Authority of such changes. Several legislative documents are listed in Section A - Reference Document of the Statement of Work, but this list is not exhaustive. It is the responsibility of the Contractor's expert resources to keep abreast of any legislative changes and to update the training materials accordingly.

### **5.0 Contract Period:**

The Standing Offer duration is two years from the date of Standing Offer award with an irrevocable option to extend the term of the Standing Offer by up to four additional one-year periods.

### **6.0 Deliverables**

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Deliverables:

- A) Delivery of the workshop in the language identified in the call-up
- B) Materials and documentation as detailed in section D



### 7.0 Basis of Payment

The contractor will invoice ESDC on a monthly basis.

### 8.0 Deadlines:

Requirement	Timeline
Departmental Coordinator to contact Contractor, in writing, to request a workshop session	At least <b>10</b> business days before the requested session start date
Departmental Coordinator to submit Participant List, in writing, to Contractor (the Departmental Coordinator will aim for a minimum of <b>5</b> and maximum of <b>50</b> participants per session)	At least <b>4</b> business days before the requested session start date
Departmental Coordinator to notify Contractor, in writing, to postpone a scheduled workshop session. The Departmental Coordinator will also discuss possible alternative dates.	At least <b>3</b> business days before scheduled session start date
Departmental Coordinator to notify Contractor, in writing, to cancel a scheduled session.	At least <b>5</b> business days before scheduled session start date, with no charge whatsoever. If <b>4</b> business days or less before scheduled start date, then a 50% cancellation fee of the course cost will be charged
Contractor to send course materials electronically to the Departmental Coordinator (to match the delivery language of the session)	At least <b>10</b> business days before the scheduled session start date
Project Authority / Departmental Coordinator can send request to Contractor, in writing, for a replacement facilitator	At any time during the contract, with at least <b>5</b> business days' notice for the requested facilitator change to take effect



Requirement	Timeline
Contractor can ask to introduce a new facilitator, by sending a written request for approval to the Project Authority/ Departmental Coordinator	At any time during the contract, with at least <b>5</b> business days' notice for the Project Authority / Departmental Coordinator to respond to the request
Project Authority or Departmental Coordinator to notify Contractor, in writing, of the exact needs of any special accommodations learner	At least <b>5</b> business days prior to the scheduled session start date that the learner requiring the special accommodations will attend
Contractor to address concerns (from Session Evaluations/Audits) as submitted in writing by Project Authority or Departmental Coordinator, to Project Authority's or Departmental Coordinator's satisfaction	Before the next scheduled session begins





**ANNEX B - BASIS OF PAYMENT**

No.	Name of Workshop	Firm Lot Price Per Workshop	Estimated Number of Participants
	<b>Pre-Retirement Initial Year</b>		
<b>A</b>	Workshop 1: Public Service Pension Plan	\$	50
<b>B</b>	Workshop 2: Estate Planning	\$	50
<b>C</b>	Workshop 3: Financial Planning	\$	50
<b>D</b>	Workshop 4: Health and Nutrition	\$	50
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	50

	<b>Pre-Retirement Option Year 1</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	50
<b>B</b>	Workshop 2: Estate Planning	\$	50
<b>C</b>	Workshop 3: Financial Planning	\$	50
<b>D</b>	Workshop 4: Health and Nutrition	\$	50
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	50

	<b>Pre-Retirement Option Year 2</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	50
<b>B</b>	Workshop 2: Estate Planning	\$	50
<b>C</b>	Workshop 3: Financial Planning	\$	50
<b>D</b>	Workshop 4: Health and Nutrition	\$	50
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	50

	<b>Pre-Retirement Option Year 3</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	50
<b>B</b>	Workshop 2: Estate Planning	\$	50
<b>C</b>	Workshop 3: Financial Planning	\$	50
<b>D</b>	Workshop 4: Health and Nutrition	\$	50
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	50

	<b>Pre-Retirement Option Year 4</b>		
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	50
<b>B</b>	Workshop 2: Estate Planning	\$	50
<b>C</b>	Workshop 3: Financial Planning	\$	50
<b>D</b>	Workshop 4: Health and Nutrition	\$	50
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	50



## ANNEX C – ICT ACCESSIBILITY REQUIREMENTS

### WHAT IS ICT?

Information and Communications Technology (ICT) includes hardware, software, voice communication, video capabilities and digital content (including web and non-web based information).

### WHAT IS ICT ACCESSIBILITY AND WHY IS IT IMPORTANT?

"ICT accessibility ensures that people with and without disabilities can access the same information, perform the same tasks, and receive the same services using information technology. It is the digital equivalent to accessibility in the physical environment—the curb cuts, ramps, railings, etc., of the digital age. While ICT accessibility can provide usability benefits to everyone who uses ICT, it is a vital necessity to many people with disabilities." - [NASCIO - Accessibility in IT Procurement](#)

### ABOUT THIS DOCUMENT

This document lists relevant ICT accessibility requirements from the EN 301 549 v2.1.2 (2018-08) Harmonised European Standard "Accessibility requirements for ICT products and services", which includes the Web Content Accessibility Guidelines (WCAG) 2.1 level AA.

At first glance, some requirements may appear to be unrelated to this product or service. They have been included for consideration since the full feature set of a Vendor's product or service may not be known. For example, a video may be embedded into product documentation, so accessibility requirements for video and audio may become relevant.

Appendices include definitions, references, and practical guidance on creating accessible documentation.

### SOURCES USED TO COMPILE THIS DOCUMENT

- [EN 301 549 v2.12 \(2018-08\) Harmonised European Standard "Accessibility requirements for ICT products and services" \(PDF\)](#)
- [Web Content Accessibility Guidelines \(WCAG\) 2.1](#) (W3C Recommendation 05 June 2018)
- [Understanding WCAG 2.1](#) (Updated 16 November 2018)
- [How to Meet WCAG 2.1 \(Quick Reference\)](#)
- [VPAT® 2.3 EU](#)

### PART A - FUNCTIONAL PERFORMANCE STATEMENTS

These are explanatory (non-testable) statements that introduce the core aspects that the offered product or service must provide to be considered accessible.

**4.2.1. Usage without vision:** Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that does not require vision.

- NOTE 1: A web page or application with a well formed semantic structure can allow users without vision to identify, navigate and interact with a visual user interface.
- NOTE 2: Audio and tactile user interfaces may contribute towards meeting this clause.



**4.2.2. Usage with limited vision:** Where ICT provides visual modes of operation, some users will need the ICT to provide features that enable users to make better use of their limited vision.

- NOTE 1: Magnification, reduction of required field of vision and control of contrast, brightness and intensity can contribute towards meeting this clause.
- NOTE 2: Where significant features of the user interface are dependent on depth perception, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause.
- NOTE 3: Users with limited vision may also benefit from non-visual access (see clause 4.2.1).

**4.2.3. Usage without perception of colour:** Where ICT provides visual modes of operation, some users will need the ICT to provide a visual mode of operation that does not require user perception of colour.

- NOTE: Where significant features of the user interface are colour-coded, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause.

**4.2.4. Usage without hearing:** Where ICT provides auditory modes of operation, some users need ICT to provide at least one mode of operation that does not require hearing.

- NOTE: Visual and tactile user interfaces may contribute towards meeting this clause.

**4.2.5. Usage with limited hearing:** Where ICT provides auditory modes of operation, some users will need the ICT to provide enhanced audio features.

- NOTE 1: Enhancement of the audio clarity, reduction of background noise, increased range of volume and greater volume in the higher frequency range can contribute towards meeting this clause.
- NOTE 2: Users with limited hearing may also benefit from non-hearing access (see clause 4.2.4).

**4.2.6. Usage without vocal capability:** Where ICT requires vocal input from users, some users will need the ICT to provide at least one mode of operation that does not require them to generate vocal output.

- NOTE 1: This clause covers the alternatives to the use of orally-generated sounds, including speech, whistles, clicks, etc.
- NOTE 2: Keyboard, pen or touch user interfaces may contribute towards meeting this clause.

**4.2.7. Usage with limited manipulation or strength:** Where ICT requires manual actions, some users will need the ICT to provide features that enable users to make use of the ICT through alternative actions not requiring manipulation or hand strength.

- NOTE 1: Examples of operations that users may not be able to perform include those that require fine motor control, path dependant gestures, pinching, twisting of the wrist, tight grasping, or simultaneous manual actions.
- NOTE 2: One-handed operation, sequential key entry and speech user interfaces may contribute towards meeting this clause.
- NOTE 3: Some users have limited hand strength and may not be able to achieve the level of strength to perform an operation. Alternative user interface solutions that do not require hand strength may contribute towards meeting this clause.

**4.2.8. Usage with limited reach:** Where ICT products are free-standing or installed, the operational elements will need to be within reach of all users.



- NOTE: Considering the needs of wheelchair users and the range of user statures in the placing of operational elements of the user interface may contribute towards meeting this clause.

**4.2.9. Minimize photosensitive seizure triggers:** Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that minimizes the potential for triggering photosensitive seizures.

- NOTE: Limiting the area and number of flashes per second may contribute towards meeting this clause.

**4.2.10. Usage with limited cognition:** Some users will need the ICT to provide features that make it simpler and easier to use.

- NOTE 1: This clause is intended to include the needs of persons with limited cognitive, language and learning abilities.
- NOTE 2: Adjustable timings, error indication and suggestion, and a logical focus order are examples of design features that may contribute towards meeting this clause.

**4.2.11. Privacy:** Where ICT provides features that are provided for accessibility, some users will need their privacy to be maintained when using those ICT features that are provided for accessibility.

- NOTE: Enabling the connection of personal headsets for private listening, not providing a spoken version of characters being masked and enabling user control of legal, financial and personal data are examples of design features that may contribute towards meeting this clause.

## PART B - FUNCTIONAL ACCESSIBILITY REQUIREMENTS

### Explanation of the table columns

- **"EN 301 549 clause"** includes all clauses of the EN 301 549 v2.12 that may apply to the ICT product or service. If WCAG 2.1 is referenced, we include the full text of the WCAG success criterion along with links to the criterion, "Understanding the requirement", "How to meet the requirement" and definitions of standardized words.
- **"Determination of compliance"** describes how to test if you have met the requirement. These are copied from EN 301 549 v2.12 Annex C.

### Scope

The following Functional Accessibility Requirements are applicable to the Functional Performance Statements in Part A. If a solution meets all of these it is considered to have met the Functional Performance Statements and is therefore deemed to conform with EN 301 549 v2.12.

Clauses 10, 10.0, 10.1, 10.1.1, 10.1.1.1, 10.1.2, 10.1.2.1, 10.1.2.2, 10.1.2.3, 10.1.2.4, 10.1.2.5, 10.1.3, 10.1.3.1, 10.1.3.2, 10.1.3.3, 10.1.3.4, 10.1.3.5, 10.1.4, 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, 10.2.1, 10.2.1.1, 10.2.1.2, 10.2.1.4, 10.2.2, 10.2.2.1, 10.2.2.2, 10.2.3, 10.2.3.1, 10.2.4, 10.2.4.2, 10.2.4.3, 10.2.4.4, 10.2.4.6, 10.2.4.7, 10.2.5, 10.2.5.1, 10.2.5.2, 10.2.5.3, 10.2.5.4, 10.3, 10.3.1, 10.3.1.1, 10.3.1.2, 10.3.2, 10.3.2.1, 10.3.2.2, 10.3.3, 10.3.3.1, 10.3.3.2, 10.3.3.3, 10.3.3.4, 10.4, 10.4.1, 10.4.1.1, 10.4.1.2, 10.5 and 10.6 have been deemed relevant to this ICT.

EN 301 549 clause	Determination of conformance
10 Non-web documents	---



EN 301 549 clause	Determination of conformance
<p><b>10.0 General (informative)</b></p> <p>Requirements in clause 10 apply to documents:</p> <ul style="list-style-type: none"> <li>• that are not web pages;</li> <li>• that are not embedded in web pages;</li> <li>• 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.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NOTE 4: The requirements for content that is part of software, can be found in clause 11.</p> <p>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 <a href="#">WCAG2ICT Task Force</a>.</p>	<p><b>C.10.0 General (informative)</b></p>
<p><b>10.1 Perceivable</b></p>	<p>---</p>
<p><b>10.1.1 Text alternatives</b></p>	<p>---</p>
<p><b>10.1.1.1 Non-text content</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.1.1 Non-text Content</a>.</p> <p>NOTE: CAPTCHAs do not currently appear outside of the Web. However, if they do appear, this guidance is accurate.</p> <p><b>WCAG 2.1 Success Criterion 1.1.1 Non-text Content</b></p> <p><a href="#">Understanding Non-text Content</a></p> <p><a href="#">How to Meet Non-text Content</a></p>	<p><b>C.10.1.1.1 Non-text content</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document</p>



EN 301 549 clause	Determination of conformance
<p>(Level A)</p> <p>All <a href="#">non-text content</a> that is presented to the user has a <a href="#">text alternative</a> that serves the equivalent purpose, except for the situations listed below.</p> <ul style="list-style-type: none"> <li>• Controls, Input: If non-text content is a control or accepts user input, then it has a <a href="#">name</a> that describes its purpose. (Refer to <a href="#">Success Criterion 4.1.2</a> for additional requirements for controls and content that accepts user input.)</li> <li>• 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 <a href="#">to Guideline 1.2</a> for additional requirements for media.)</li> <li>• Test: If non-text content is a test or exercise that would be invalid if presented in <a href="#">text</a>, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>• Sensory: If non-text content is primarily intended to create a <a href="#">specific sensory experience</a>, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>• <a href="#">CAPTCHA</a>: 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.</li> <li>• Decoration, Formatting, Invisible: If non-text content is <a href="#">pure decoration</a>, 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 <a href="#">assistive technology</a>.</li> </ul>	<p>does not fail <a href="#">WCAG 2.1 Success Criterion 1.1.1 Non-text content</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.2 Time-based media</b></p>	<p>---</p>
<p><b>10.1.2.1 Audio-only and video-only (prerecorded)</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded)</a>.</p> <p>NOTE: The alternative can be provided directly in the document - or provided in an alternate version that meets the success criterion.</p> <p><b>Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded)</b></p> <p><a href="#">Understanding Audio-only and Video-only (Prerecorded)</a></p> <p><a href="#">How to Meet Audio-only and Video-only (Prerecorded)</a></p> <p>(Level A)</p> <p>For <a href="#">prerecorded audio-only</a> and prerecorded <a href="#">video-only</a> media, the</p>	<p><b>C.10.1.2.1 Audio-only and video-only (prerecorded)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1</a></p>



EN 301 549 clause	Determination of conformance
<p>following are true, except when the audio or video is a <a href="#">media alternative for text</a> and is clearly labeled as such:</p> <ul style="list-style-type: none"> <li>• Prerecorded Audio-only: An <a href="#">alternative for time-based media</a> is provided that presents equivalent information for prerecorded audio-only content.</li> <li>• 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.</li> </ul>	<p><a href="#">Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded)</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.2.2 Captions (prerecorded)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded)</a>.</p> <p>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".</p> <p><b>WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded).</b></p> <p><a href="#">Understanding Captions (Prerecorded)</a></p> <p><a href="#">How to Meet Captions (Prerecorded)</a></p> <p>(Level A)</p> <p><a href="#">Captions</a> are provided for all <a href="#">prerecorded</a> audio content in <a href="#">synchronized media</a>, except when the media is a <a href="#">media alternative for text</a> and is clearly labeled as such.</p>	<p><b>C.10.1.2.2 Captions (prerecorded)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.2.2 Captions (Prerecorded)</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.2.3 Audio description or media alternative (prerecorded)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded)</a>.</p> <p>NOTE 1: The WCAG 2.1 definition of "audio description" says that "audio description" is "Also called 'video description' and 'descriptive narration'".</p> <p>NOTE 2: Secondary or alternate audio tracks are commonly used for this purpose.</p> <p><b>WCAG 2.1 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded).</b></p> <p><a href="#">Understanding Audio Description or Media Alternative (Prerecorded)</a></p>	<p><b>C.10.1.2.3 Audio description or media alternative (prerecorded)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1</a></p>



EN 301 549 clause	Determination of conformance
<p><a href="#">How to Meet Audio Description or Media Alternative (Prerecorded)</a> (Level A)</p> <p>An <a href="#">alternative for time-based media</a> or <a href="#">audio description</a> of the <a href="#">prerecorded video</a> content is provided for <a href="#">synchronized media</a>, except when the media is a <a href="#">media alternative for text</a> and is clearly labeled as such.</p>	<p><a href="#">Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded)</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.2.4 Captions (live)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.2.4 Captions (Live)</a>.</p> <p>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".</p> <p><b>WCAG 2.1 Success Criterion 1.2.4 Captions (Live)</b></p> <p><a href="#">Understanding Captions (Live)</a></p> <p><a href="#">How to Meet Captions (Live)</a></p> <p>(Level AA)</p> <p><a href="#">Captions</a> are provided for all <a href="#">live audio</a> content in <a href="#">synchronized media</a>.</p>	<p><b>C.10.1.2.4 Captions (live)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.2.4 Captions (Live)</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.2.5 Audio description (prerecorded)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.2.5 Audio Description (Prerecorded)</a>.</p> <p>NOTE 1: The WCAG 2.1 definition of "audio description" says that audio description is "Also called 'video description' and 'descriptive narration'".</p> <p>NOTE 2: Secondary or alternate audio tracks are commonly used for this purpose.</p> <p><b>WCAG 2.1 Success Criterion 1.2.5 Audio Description (Prerecorded)</b></p> <p><a href="#">Understanding Audio Description (Prerecorded)</a></p> <p><a href="#">How to Meet Audio Description (Prerecorded)</a></p> <p>(Level AA)</p>	<p><b>C.10.1.2.5 Audio description (prerecorded)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.2.5 Audio Description (Prerecorded)</a>.</p> <p>Result</p>





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<p><a href="#">Audio description</a> is provided for all <a href="#">prerecorded video</a> content in <a href="#">synchronized media</a>.</p>	<p>Pass: Check 1 is true Fail: Check 1 is false</p>
<p><b>10.1.3 Adaptable</b></p>	<p>---</p>
<p><b>10.1.3.1 Info and relationships</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.3.1 Info and Relationships</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.3.1 Info and Relationships</b></p> <p><a href="#">Understanding Info and Relationships</a></p> <p><a href="#">How to Meet Info and Relationships</a></p> <p>(Level A)</p> <p>Information, <a href="#">structure</a>, and <a href="#">relationships</a> conveyed through <a href="#">presentation</a> can be <a href="#">programmatically determined</a> or are available in text.</p>	<p><b>C.10.1.3.1 Info and relationships</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.3.1 Info and Relationships</a>.</p> <p>Result</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>
<p><b>10.1.3.2 Meaningful sequence</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence</b></p> <p><a href="#">Understanding Meaningful Sequence</a></p> <p><a href="#">How to Meet Meaningful Sequence</a></p> <p>(Level A)</p> <p>When the sequence in which content is presented affects its meaning, a <a href="#">correct reading sequence</a> can be <a href="#">programmatically determined</a>.</p>	<p><b>C.10.1.3.2 Meaningful sequence</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.3.2 Meaningful Sequence</a>.</p> <p>Result</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>



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<p><b>10.1.3.3 Sensory characteristics</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics.</b></p> <p><a href="#">Understanding Sensory Characteristics</a></p> <p><a href="#">How to Meet Sensory Characteristics</a></p> <p>(Level A)</p> <p>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.</p> <p>Note: For requirements related to color, refer to WCAG 2.1 - <a href="#">Guideline 1.4</a>.</p>	<p><b>C.10.1.3.3 Sensory characteristics</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.3.3 Sensory Characteristics</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.3.4 Orientation</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.3.4 Orientation</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.3.4 Orientation</b></p> <p><a href="#">Understanding Orientation</a></p> <p><a href="#">How to Meet Orientation</a></p> <p>(Level AA)</p> <p>Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is <a href="#">essential</a>.</p> <p>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.</p>	<p><b>C.10.1.3.4 Orientation</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions:</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.3.4 Orientation</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.3.5 Identify input purpose</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose</b></p>	<p><b>C.10.1.3.5 Identify input purpose</b></p> <p>Type of assessment</p> <p>Inspection</p>



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<p><a href="#">Understanding Identify Input Purpose</a></p> <p><a href="#">How to Meet Identify Input Purpose</a></p> <p>(Level AA)</p> <p>The purpose of each input field collecting information about the user can be <a href="#">programmatically determined</a> when:</p> <ul style="list-style-type: none"> <li>• The input field serves a purpose identified in the <a href="#">Input Purposes for User Interface Components</a> section; and</li> <li>• The content is implemented using technologies with support for identifying the expected meaning for form input data.</li> </ul>	<p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.3.5 Identify Input Purpose</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4 Distinguishable</b></p>	<p>---</p>
<p><b>10.1.4.1 Use of colour</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.4.1 Use of Color</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.1 Use of Color.</b></p> <p><a href="#">Understanding Use of Color</a></p> <p><a href="#">How to Meet Use of Color</a></p> <p>(Level A)</p> <p>Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p> <p>Note: This success criterion addresses color perception specifically. Other forms of perception are covered in <a href="#">Guideline 1.3</a> including programmatic access to color and other visual presentation coding.</p>	<p><b>C.10.1.4.1 Use of colour</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.1 Use of Color</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.2 Audio control</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.1.</p> <p><b>Table 10.1: Document success criterion: Audio control</b></p> <p>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 <a href="#">mechanism</a> is available to control audio volume independently from the overall system volume level.</p>	<p><b>C.10.1.4.2 Audio control</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p>



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<p>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.</p> <p>NOTE 2: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 1.4.2 Audio Control</a>, 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.</p> <p><b>WCAG 2.1 Success Criterion 1.4.2 Audio Control</b></p> <p><a href="#">Understanding Audio Control</a></p> <p><a href="#">How to Meet Audio Control</a></p> <p>(Level A)</p>	<p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.1.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.3 Contrast (minimum)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum)</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum)</b></p> <p><a href="#">Understanding Contrast (Minimum)</a></p> <p><a href="#">How to Meet Contrast (Minimum)</a></p> <p>(Level AA)</p> <p>The visual presentation of <a href="#">text</a> and <a href="#">images of text</a> has a <a href="#">contrast ratio</a> of at least 4.5:1, except for the following:</p> <ul style="list-style-type: none"> <li>• Large Text: <a href="#">Large-scale</a> text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>• Incidental: Text or images of text that are part of an inactive <a href="#">user interface component</a>, that are <a href="#">pure decoration</a>, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>• Logotypes: Text that is part of a logo or brand name has no contrast requirement.</li> </ul>	<p><b>C.10.1.4.3 Contrast (minimum)</b></p> <p>Type of assessment: Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.3 Contrast (Minimum)</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.4 Resize text</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.4.4 Resize Text</a>.</p> <p>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</p>	<p><b>C.10.1.4.4 Resize text</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p>



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<p>not work with zoom.</p> <p>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.</p> <p><b>WCAG 2.1 Success Criterion 1.4.4 Resize Text</b></p> <p><a href="#">Understanding Resize text</a></p> <p><a href="#">How to Meet Resize text</a></p> <p>(Level AA)</p> <p>Except for <a href="#">captions</a> and <a href="#">images of text</a>, <a href="#">text</a> can be resized without <a href="#">assistive technology</a> up to 200 percent without loss of content or functionality.</p>	<p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.4 Resize text</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.5 Images of text</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 1.4.5 Images of Text</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.5 Images of Text</b></p> <p><a href="#">Understanding Images of Text</a></p> <p><a href="#">How to Meet Images of Text</a></p> <p>(Level AA)</p> <p>If the technologies being used can achieve the visual presentation, <a href="#">text</a> is used to convey information rather than <a href="#">images of text</a> except for the following:</p> <ul style="list-style-type: none"> <li>• Customizable: The image of text can be <a href="#">visually customized</a> to the user's requirements;</li> <li>• Essential: A particular presentation of text is <a href="#">essential</a> to the information being conveyed.</li> </ul> <p>Note: Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p><b>C.10.1.4.5 Images of text</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.5 Images of Text</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.10 Reflow</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.2.</p> <p><b>Table 10.2: Document success criterion: Reflow</b></p> <p>Content can be presented without loss of information or functionality,</p>	<p><b>C.10.1.4.10 Reflow</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web</p>



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<p>and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> <li>• Vertical scrolling content at a width equivalent to 320 <a href="#">CSS pixels</a>;</li> <li>• Horizontal scrolling content at a height equivalent to 256 <a href="#">CSS pixels</a>.</li> </ul> <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>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.</p> <p>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.</p> <p>NOTE 3: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 1.4.10 Reflow</a> replacing the original WCAG 2.1 notes with notes 1 and 2, above.</p> <p><b>WCAG 2.1 Success Criterion 1.4.10 Reflow</b></p> <p><a href="#">Understanding Reflow</a></p> <p><a href="#">How to Meet Reflow</a></p> <p>(Level AA)</p>	<p>document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.2.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.11 Non-text contrast</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast.</b></p> <p><a href="#">Understanding Non-text Contrast</a></p> <p><a href="#">How to Meet Non-text Contrast</a></p> <p>(Level AA)</p> <p>The visual <a href="#">presentation</a> of the following have a <a href="#">contrast ratio</a> of at least 3:1 against adjacent color(s):</p> <ul style="list-style-type: none"> <li>• User Interface Components: Visual information required to identify <a href="#">user interface components</a> and <a href="#">states</a>, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</li> </ul>	<p><b>C.10.1.4.11 Non-text contrast</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document that does not have a fixed size content layout area that is essential to the information being conveyed.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.11 Non-text Contrast</a>.</p>



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<ul style="list-style-type: none"> <li>Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is <a href="#">essential</a> to the information being conveyed.</li> </ul>	<p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.12 Text spacing</b></p> <p>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 <a href="#">WCAG 2.1 Success Criterion 1.4.12 Text spacing</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.12 Text spacing</b></p> <p><a href="#">Understanding Text Spacing</a></p> <p><a href="#">How to Meet Text Spacing</a></p> <p>(Level AA)</p> <p>In content implemented using markup languages that support the following <a href="#">text style properties</a>, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> <li>Line height (line spacing) to at least 1.5 times the font size;</li> <li>Spacing following paragraphs to at least 2 times the font size;</li> <li>Letter spacing (tracking) to at least 0.12 times the font size;</li> <li>Word spacing to at least 0.16 times the font size.</li> </ul> <p>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.</p>	<p><b>C.10.1.4.12 Text spacing</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.12 Text spacing</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.1.4.13 Content on hover or focus</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus</a>.</p> <p><b>WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus.</b></p> <p><a href="#">Understanding Content on Hover or Focus</a></p> <p><a href="#">How to Meet Content on Hover or Focus</a></p> <p>(Level AA)</p> <p>Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <ul style="list-style-type: none"> <li>Dismissable: A <a href="#">mechanism</a> is available to dismiss the additional</li> </ul>	<p><b>C.10.1.4.13 Content on hover or focus</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 1.4.13 Content on Hover or Focus</a>.</p>



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<p>content without moving pointer hover or keyboard focus, unless the additional content communicates an <a href="#">input error</a> or does not obscure or replace other content;</p> <ul style="list-style-type: none"> <li>• Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</li> <li>• 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.</li> </ul> <p>Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>Note: Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML <a href="#">title attribute</a>.</p> <p>Note: Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.</p>	<p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2 Operable</b></p>	<p>---</p>
<p><b>10.2.1 Keyboard accessible</b></p>	<p>---</p>
<p><b>10.2.1.1 Keyboard</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 2.1.1 Keyboard</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.1.1 Keyboard</b></p> <p><a href="#">Understanding Keyboard</a></p> <p><a href="#">How to Meet Keyboard</a></p> <p>(Level A)</p> <p>All <a href="#">functionality</a> of the content is operable through a <a href="#">keyboard interface</a> 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.</p> <p>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.</p> <p>Note: This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	<p><b>C.10.2.1.1 Keyboard</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.1.1 Keyboard</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.1.2 No keyboard trap</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion</p>	<p><b>C.10.2.1.2 No keyboard trap</b></p> <p>Type of assessment</p>





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<p>in Table 10.3.</p> <p><b>Table 10.3: Document success criterion: No keyboard trap</b></p> <p>If keyboard focus can be moved to a component of the document using a <a href="#">keyboard interface</a>, 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.</p> <p>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.</p> <p>NOTE 2: Standard exit methods may vary by platform. For example, on many desktop platforms, the Escape key is a standard method for exiting.</p> <p>NOTE 3: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap</a> 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".</p> <p><b>WCAG 2.1 Success Criterion 2.1.2 No Keyboard Trap</b></p> <p><a href="#">Understanding No Keyboard Trap</a></p> <p><a href="#">How to Meet No Keyboard Trap</a></p> <p>(Level A)</p>	<p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.3.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.1.4 Character key shortcuts</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts</b></p> <p><a href="#">Understanding Character Key Shortcuts</a></p> <p><a href="#">How to Meet Character Key Shortcuts</a></p> <p>(Level A)</p> <p>If a <a href="#">keyboard shortcut</a> 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:</p> <ul style="list-style-type: none"> <li>• Turn off: A <a href="#">mechanism</a> is available to turn the shortcut off;</li> <li>• Remap: A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);</li> </ul>	<p><b>C.10.2.1.4 Character key shortcuts</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure:</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.1.4 Character Key Shortcuts</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p>



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<ul style="list-style-type: none"> <li>Active only on focus: The keyboard shortcut for a <a href="#">user interface component</a> is only active when that component has focus.</li> </ul>	Fail: Check 1 is false
<b>10.2.2 Enough time</b>	---
<p><b>10.2.2.1 Timing adjustable</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.4.</p> <p><b>Table 10.4: Document success criterion: Timing adjustable</b></p> <p>For each time limit that is set by the document, at least one of the following is true:</p> <ul style="list-style-type: none"> <li>Turn off: The user is allowed to turn off the time limit before encountering it; or</li> <li>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</li> <li>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</li> <li>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</li> <li>Essential Exception: The time limit is <a href="#">essential</a> and extending it would invalidate the activity; or</li> <li>20 Hour Exception: The time limit is longer than 20 hours.</li> </ul> <p>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 <a href="#">WCAG 2.1 Success Criterion 3.2.1</a>, which puts limits on changes of content or context as a result of user action.</p> <p>NOTE 2: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable</a> replacing "the content" with "documents" and with the words "WCAG 2.1" added before the word "Success Criterion" in note 1 above.</p> <p><b>WCAG 2.1 Success Criterion 2.2.1 Timing Adjustable</b></p> <p><a href="#">Understanding Timing Adjustable</a></p> <p><a href="#">How to Meet Timing Adjustable</a></p> <p>(Level A)</p>	<p><b>C.10.2.2.1 Timing adjustable</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.4.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>



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<p><b>10.2.2.2 Pause, stop, hide</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.5.</p> <p><b>Table 10.5: Document success criterion: Pause, stop, hide</b></p> <p>For moving, <a href="#">blinking</a>, scrolling, or auto-updating information, all of the following are true:</p> <ul style="list-style-type: none"> <li>• 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 <a href="#">pause</a>, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is <a href="#">essential</a>; and</li> <li>• 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.</li> </ul> <p>NOTE 1: For requirements related to flickering or flashing content, refer to <a href="#">WCAG 2.1 Guideline 2.3</a>.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NOTE 5: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide</a> 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".</p> <p><b>Guideline 2.3 Seizures and Physical Reactions</b></p> <p><b>Do not design content in a way that is known to cause seizures or physical reactions.</b></p>	<p><b>C.10.2.2.2 Pause, stop, hide</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.5.</p> <p>Result</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>



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<p><b>WCAG 2.1 Success Criterion 2.2.2 Pause, Stop, Hide</b></p> <p><a href="#">Understanding Pause, Stop, Hide</a></p> <p><a href="#">How to Meet Pause, Stop, Hide</a></p> <p>(Level A)</p>	
<p><b>10.2.3 Seizures and physical reactions</b></p>	---
<p><b>10.2.3.1 Three flashes or below threshold</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.6.</p> <p><b>Table 10.6: Document success criterion: Three flashes or below threshold</b></p> <p>Documents do not contain anything that flashes more than three times in any one second period, or the <a href="#">flash</a> is below the <a href="#">general flash and red flash thresholds</a>.</p> <p>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.</p> <p>NOTE 2: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below Threshold</a> 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".</p> <p><b>WCAG 2.1 Success Criterion 2.3.1 Three Flashes or Below Threshold</b></p> <p><a href="#">Understanding Three Flashes or Below Threshold</a></p> <p><a href="#">How to Meet Three Flashes or Below Threshold</a></p> <p>(Level A)</p>	<p><b>C.10.2.3.1 Three flashes or below threshold</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.6.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.4 Navigable</b></p>	---
<p><b>10.2.4.2 Document titled</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.7.</p> <p><b>Table 10.7: Document success criterion: Document titled</b></p> <p>Documents have titles that describe topic or purpose.</p> <p>NOTE 1: The name of a document (e.g. document, media file) is a</p>	<p><b>C.10.2.4.2 Document titled</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p>



EN 301 549 clause	Determination of conformance
<p>sufficient title if it describes the topic or purpose.</p> <p>NOTE 2: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.4.2 Page Titled</a> replacing "Web pages" with "documents" and with the addition of note 1 above.</p> <p><b>WCAG 2.1 Success Criterion 2.4.2 Page Titled</b></p> <p><a href="#">Understanding Page Titled</a></p> <p><a href="#">How to Meet Page Titled</a></p> <p>(Level A)</p>	<p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.7.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.4.3 Focus Order</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.8.</p> <p><b>Table 10.8: Document success criterion: Focus order</b></p> <p>If a document can be <a href="#">navigated sequentially</a> and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.</p> <p>NOTE: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.4.3 Focus Order</a> replacing "Web page" with "document".</p> <p><b>WCAG 2.1 Success Criterion 2.4.3 Focus Order</b></p> <p><a href="#">Understanding Focus Order</a></p> <p><a href="#">How to Meet Focus Order</a></p> <p>(Level A)</p>	<p><b>C.10.2.4.3 Focus Order</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.8.</p> <p>Result</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>
<p><b>10.2.4.4 Link purpose (in context)</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)</b></p> <p><a href="#">Understanding Link Purpose (In Context)</a></p> <p><a href="#">How to Meet Link Purpose (In Context)</a></p> <p>(Level A)</p> <p>The <a href="#">purpose of each link</a> can be determined from the link text alone or from the link text together with its <a href="#">programmatically determined link context</a>, except where the purpose of the link would be <a href="#">ambiguous to users in general</a>.</p>	<p><b>C.10.2.4.4 Link purpose (in context)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.4.4 Link Purpose (In Context)</a>.</p> <p>Result</p>



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	Pass: Check 1 is true Fail: Check 1 is false
<p><b>10.2.4.6 Headings and labels</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 2.4.6 Headings and Labels</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.4.6 Headings and Labels</b></p> <p><a href="#">Understanding Headings and Labels</a></p> <p><a href="#">How to Meet Headings and Labels</a></p> <p>(Level AA)</p> <p>Headings and <a href="#">labels</a> describe topic or purpose</p>	<p><b>C.10.2.4.6 Headings and labels</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.4.6 Headings and Labels</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.4.7 Focus visible</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 2.4.7 Focus Visible</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.4.7 Focus Visible</b></p> <p><a href="#">Understanding Focus Visible</a></p> <p><a href="#">How to Meet Focus Visible</a></p> <p>(Level AA)</p> <p>Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p>	<p><b>C.10.2.4.7 Focus visible</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.4.7 Focus Visible</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.5 Input modalities</b></p>	<p>---</p>



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<p><b>10.2.5.1 Pointer gestures</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.9.</p> <p><b>Table 10.9: Document success criterion: Pointer gestures</b></p> <p>All <a href="#">functionality</a> that uses multipoint or path-based gestures for operation can be operated with a <a href="#">single pointer</a> without a path-based gesture, unless a multipoint or path-based gesture is <a href="#">essential</a>.</p> <p>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).</p> <p>NOTE 2: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures</a> replacing the original WCAG 2.1 note with note 1 above.</p> <p><b>WCAG 2.1 Success Criterion 2.5.1 Pointer Gestures</b></p> <p><a href="#">Understanding Pointer Gestures</a></p> <p><a href="#">How to Meet Pointer Gestures</a></p> <p>(Level A)</p>	<p><b>C.10.2.5.1 Pointer gestures</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.9</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.5.2 Pointer cancellation</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.10.</p> <p><b>Table 10.10: Document success criterion: Pointer cancellation</b></p> <p>For <a href="#">functionality</a> that can be operated using a <a href="#">single pointer</a>, at least one of the following is true:</p> <ul style="list-style-type: none"> <li>• No Down-Event: The <a href="#">down-event</a> of the pointer is not used to execute any part of the function;</li> <li>• Abort or Undo: Completion of the function is on the <a href="#">up-event</a>, and a <a href="#">mechanism</a> is available to abort the function before completion or to undo the function after completion;</li> <li>• Up Reversal: The up-event reverses any outcome of the preceding down-event;</li> <li>• Essential: Completing the function on the down-event is <a href="#">essential</a>.</li> </ul> <p>NOTE 1: Functions that emulate a keyboard or numeric keypad key press are considered essential.</p> <p>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</p>	<p><b>C.10.2.5.2 Pointer cancellation</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the success criterion in Table 10.10</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>



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<p>the user agent or assistive technology).</p> <p>NOTE 3: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation</a> replacing the original WCAG 2.1 note with notes 1 and 2 above.</p> <p><b>WCAG 2.1 Success Criterion 2.5.2 Pointer Cancellation</b></p> <p><a href="#">Understanding Pointer Cancellation</a></p> <p><a href="#">How to Meet Pointer Cancellation</a></p> <p>(Level A)</p>	
<p><b>10.2.5.3 Label in name</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 2.5.3 Label in Name</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.5.3 Label in Name</b></p> <p><a href="#">Understanding Label in Name</a></p> <p><a href="#">How to Meet Label in Name</a></p> <p>(Level A)</p> <p>For <a href="#">user interface components</a> with <a href="#">labels</a> that include <a href="#">text</a> or <a href="#">images of text</a>, the <a href="#">name</a> contains the text that is presented visually.</p> <p>Note: A best practice is to have the text of the label at the start of the name.</p>	<p><b>C.10.2.5.3 Label in name</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.5.3 Label in Name</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.2.5.4 Motion actuation</b></p> <p>Where ICT is a non-web document, it shall satisfy <a href="#">WCAG 2.1 Success Criterion 2.5.4 Motion Actuation</a>.</p> <p><b>WCAG 2.1 Success Criterion 2.5.4 Motion Actuation</b></p> <p><a href="#">Understanding Motion Actuation</a></p> <p><a href="#">How to Meet Motion Actuation</a></p> <p>(Level A)</p> <p><a href="#">Functionality</a> that can be operated by device motion or user motion can also be operated by <a href="#">user interface components</a> and responding to the motion can be disabled to prevent accidental actuation, except when:</p> <ul style="list-style-type: none"> <li>Supported Interface: The motion is used to operate functionality</li> </ul>	<p><b>C.10.2.5.4 Motion actuation</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 2.5.4 Motion Actuation</a>.</p>





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<p>through an <a href="#">accessibility supported</a> interface;</p> <ul style="list-style-type: none"> <li>Essential: The motion is <a href="#">essential</a> for the function and doing so would invalidate the activity.</li> </ul>	<p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.3 Understandable</b></p>	<p>---</p>
<p><b>10.3.1 Readable</b></p>	<p>---</p>
<p><b>10.3.1.1 Language of page</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.11.</p> <p><b>Table 10.11: Document success criterion: Language of page</b></p> <p>The default <a href="#">human language</a> of each document can be <a href="#">programmatically determined</a>.</p> <p>NOTE: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 3.1.1 Language of Page</a> replacing "web page" with "document".</p> <p><b>WCAG 2.1 Success Criterion 3.1.1 Language of Page</b></p> <p><a href="#">Understanding Language of Page</a></p> <p><a href="#">How to Meet Language of Page</a></p> <p>(Level A)</p>	<p><b>C.10.3.1.1 Language of page</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.11.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.3.1.2 Language of parts</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.12.</p> <p><b>Table 10.12: Document success criterion: Language of parts</b></p> <p>The <a href="#">human language</a> of each passage or phrase in the document can be <a href="#">programmatically determined</a> 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.</p> <p>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.</p> <p>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.</p>	<p><b>C.10.3.1.2 Language of parts</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.12.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>



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<p>NOTE 3: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 3.1.2 Language of Parts</a> replacing "content" with "document" and with the addition of notes 1 and 2 above.</p> <p><b>WCAG 2.1 Success Criterion 3.1.2 Language of Parts</b></p> <p><a href="#">Understanding Language of Parts</a></p> <p><a href="#">How to Meet Language of Parts</a></p> <p>(Level AA)</p>	
<p><b>10.3.2 Predictable</b></p>	<p>---</p>
<p><b>10.3.2.1 On focus</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 3.2.1 On Focus</a>.</p> <p>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.</p> <p><b>WCAG 2.1 Success Criterion 3.2.1 On Focus</b></p> <p><a href="#">Understanding On Focus</a></p> <p><a href="#">How to Meet On Focus</a></p> <p>(Level A)</p> <p>When any <a href="#">user interface component</a> receives focus, it does not initiate a <a href="#">change of context</a>.</p>	<p><b>C.10.3.2.1 On focus</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 3.2.1 On Focus</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.3.2.2 On input</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 3.2.2 On Input</a>.</p> <p><b>WCAG 2.1 Success Criterion 3.2.2 On Input</b></p> <p><a href="#">Understanding On Input</a></p> <p><a href="#">How to Meet On Input</a></p> <p>(Level A)</p>	<p><b>C.10.3.2.2 On input</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p>



EN 301 549 clause	Determination of conformance
<p>Changing the setting of any <a href="#">user interface component</a> does not automatically cause a <a href="#">change of context</a> unless the user has been advised of the behavior before using the component.</p>	<p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 3.2.2 On Input</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.3.3 Input assistance</b></p>	<p>---</p>
<p><b>10.3.3.1 Error identification</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 3.3.1 Error Identification</a>.</p> <p><b>WCAG 2.1 Success Criterion 3.3.1 Error Identification</b></p> <p><a href="#">Understanding Error Identification</a></p> <p><a href="#">How to Meet Error Identification</a></p> <p>(Level A)</p> <p>If an <a href="#">input error</a> is automatically detected, the item that is in error is identified and the error is described to the user in text.</p>	<p><b>C.10.3.3.1 Error identification</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 3.3.1 Error Identification</a>.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.3.3.2 Labels or instructions</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions</a>.</p> <p><b>WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions</b></p> <p><a href="#">Understanding Labels or Instructions</a></p> <p><a href="#">How to Meet Labels or Instructions</a></p> <p>(Level A)</p> <p><a href="#">Labels</a> or instructions are provided when content requires user input.</p>	<p><b>C.10.3.3.2 Labels or instructions</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 3.3.2 Labels or Instructions</a>.</p>



EN 301 549 clause	Determination of conformance
	Result Pass: Check 1 is true Fail: Check 1 is false
<p><b>10.3.3.3 Error suggestion</b></p> <p>Where ICT is a non-web document, it shall satisfy the <a href="#">WCAG 2.1 Success Criterion 3.3.3 Error Suggestion</a>.</p> <p><b>WCAG 2.1 Success Criterion 3.3.3 Error Suggestion</b></p> <p><a href="#">Understanding Error Suggestion</a></p> <p><a href="#">How to Meet Error Suggestion</a></p> <p>(Level AA)</p> <p>If an <a href="#">input error</a> 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.</p>	<p><b>C.10.3.3.3 Error suggestion</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail <a href="#">WCAG 2.1 Success Criterion 3.3.3 Error Suggestion [4]</a>.</p> <p>Result:</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>
<p><b>10.3.3.4 Error prevention (legal, financial, data)</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.13.</p> <p><b>Table 10.13: Document success criterion: Error prevention (legal, financial, data)</b></p> <p>For documents that cause <a href="#">legal commitments</a> or financial transactions for the user to occur, that modify or delete <a href="#">user-controllable</a> data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <p>Reversible: Submissions are reversible.</p> <p>Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p> <p>NOTE: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data)</a> replacing "web pages" with "documents".</p> <p><b>WCAG 2.1 Success Criterion 3.3.4 Error Prevention (Legal,</b></p>	<p><b>C.10.3.3.4 Error prevention (legal, financial, data)</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.13.</p> <p>Result</p> <p>Pass: Check 1 is true Fail: Check 1 is false</p>



EN 301 549 clause	Determination of conformance
<p><b>Financial, Data)</b></p> <p><a href="#">Understanding Error Prevention (Legal, Financial, Data)</a></p> <p><a href="#">How to Meet Error Prevention (Legal, Financial, Data)</a></p> <p>(Level AA)</p>	
<p><b>10.4 Robust</b></p>	---
<p><b>10.4.1 Compatible</b></p>	---
<p><b>10.4.1.1 Parsing</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.14.</p> <p><b>Table 10.14: Document success criterion: Parsing</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NOTE 4: This success criterion is identical to <a href="#">the WCAG 2.1 Success Criterion 4.1.1 Parsing</a> 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.</p> <p><b>WCAG 2.1 Success Criterion 4.1.1 Parsing</b></p> <p><a href="#">Understanding Parsing</a></p>	<p><b>C.10.4.1.1 Parsing</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.14.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>



EN 301 549 clause	Determination of conformance
<p><a href="#">How to Meet Parsing</a></p> <p>(Level A)</p>	
<p><b>10.4.1.2 Name, role, value</b></p> <p>Where ICT is a non-web document, it shall satisfy the success criterion in Table 10.15.</p> <p><b>Table 10.15: Document success criterion: Name, role, value</b></p> <p>For all <a href="#">user interface components</a> (including but not limited to: form elements, links and components generated by scripts), the <a href="#">name</a> and <a href="#">role</a> can be <a href="#">programmatically determined</a>; states, properties, and values that can be set by the user can be <a href="#">programmatically set</a>; and notification of changes to these items is available to <a href="#">user agents</a>, including <a href="#">assistive technologies</a>.</p> <p>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.</p> <p>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.</p> <p>NOTE 3: This success criterion is identical to the <a href="#">WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value</a> replacing the original WCAG 2.1 note with note 1 and with the addition of note 2 above.</p> <p><b>WCAG 2.1 Success Criterion 4.1.2 Name, Role, Value</b></p> <p><a href="#">Understanding Name, Role, Value</a></p> <p><a href="#">How to Meet Name, Role, Value</a></p> <p>(Level A)</p>	<p><b>C.10.4.1.2 Name, role, value</b></p> <p>Type of assessment</p> <p>Inspection</p> <p>Pre-conditions</p> <p>1. The ICT is a non-web document.</p> <p>Procedure</p> <p>1. Check that the document does not fail the Success Criterion in Table 10.15.</p> <p>Result</p> <p>Pass: Check 1 is true</p> <p>Fail: Check 1 is false</p>
<p><b>10.5 Caption positioning</b></p> <p>Where ICT is a non-web document that contains synchronized media with captions, the captions should not obscure relevant information in the synchronized media.</p>	<p><b>C.10.5 Caption positioning</b></p> <p>Clause 10.5 contains no requirements requiring test.</p>
<p><b>10.6 Audio description timing</b></p> <p>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.</p>	<p><b>C.10.6 Audio description timing</b></p> <p>Clause 10.6 contains no requirements requiring test.</p>



## ANNEX - REFERENCES (FROM EN 301 549)

### 2.1 Normative references

References are specific, identified by date of publication and/or edition number or version number. Only the cited version applies.

Referenced documents which are not found to be publicly available in the expected location might be found at [ETSI References in docbox](#).

- NOTE: While any hyperlinks included in this clause were valid at the time of publication, ETSI cannot guarantee their long term validity.

The following referenced documents are necessary for the application of the present document.

**[1]** ETSI ETS 300 381 (Edition 1) (December 1994): "Telephony for hearing impaired people; Inductive coupling of telephone earphones to hearing aids".

**[2]** ETSI ES 200 381-1 (V1.2.1) (October 2012): "Telephony for hearing impaired people; Inductive coupling of telephone earphones to hearing aids Part 1: Fixed-line speech terminals".

**[3]** ETSI ES 200 381-2 (V1.1.1) (October 2012): "Telephony for hearing impaired people; Inductive coupling of telephone earphones to hearing aids; Part 2: Cellular speech terminals".

**[4]** W3C Recommendation (December 2008) /ISO/IEC 40500:2012: "Web Content Accessibility Guidelines (WCAG) 2.0".

- NOTE: Available at [WCAG 2.0](#).

**[5]** W3C Proposed Recommendation (June 2018): "Web Content Accessibility Guidelines (WCAG) 2.1".

- NOTE: Available at [WCAG 2.1](#).

### 2.2 Informative references

References are either specific (identified by date of publication and/or edition number or version number) or non-specific. For specific references, only the cited version applies. For non-specific references, the latest version of the referenced document (including any amendments) applies.

- NOTE: While any hyperlinks included in this clause were valid at the time of publication, ETSI cannot guarantee their long term validity.

The following referenced documents are not necessary for the application of the present document but they assist the user with regard to a particular subject area.

**[i.1]** ANSI/IEEE C63.19 (2011): "American National Standard Method of Measurement of Compatibility between Wireless Communication Devices and Hearing Aids".

**[i.2]** ANSI/TIA-4965: "Receive volume control requirements for digital and analogue wireline terminals".

**[i.3]** European Commission M 376-EN: "Standardization Mandate to CEN, CENELEC and ETSI in support of European accessibility requirements for public procurement of products and services in the ICT domain".

**[i.4]** ETSI EG 201 013: "Human Factors (HF); Definitions, abbreviations and symbols".

**[i.5]** ETSI ES 202 975: "Human Factors (HF); Requirements for relay services".



- [i.6] ETSI ETS 300 767: "Human Factors (HF); Telephone Prepayment Cards; Tactile Identifier".
- [i.7] ETSI CEN/CENELEC/ETSI TR 101 550: "Documents relevant to EN 301 549 "Accessibility requirements suitable for public procurement of ICT products and services in Europe"".
- [i.8] ETSI CEN/CENELEC/ETSI TR 101 551: "Guidelines on the use of accessibility award criteria suitable for publicly procured ICT products and services in Europe".
- [i.9] ETSI TR 102 612: "Human Factors (HF); European accessibility requirements for public procurement of products and services in the ICT domain (European Commission Mandate M 376, Phase 1)".
- [i.10] ETSI TS 126 114: "Universal Mobile Telecommunications System (UMTS); LTE; IP Multimedia Subsystem (IMS); Multimedia telephony; Media handling and interaction (3GPP TS 26.114)".
- [i.11] ETSI TS 122 173: "Digital cellular telecommunications system (Phase 2+) (GSM); Universal Mobile Telecommunications System (UMTS); LTE; IP Multimedia Core Network Subsystem (IMS) Multimedia Telephony Service and supplementary services; Stage 1 (3GPP TS 22.173)".
- [i.12] ETSI TS 134 229: "Universal Mobile Telecommunications System (UMTS); LTE; Internet Protocol (IP) multimedia call control protocol based on Session Initiation Protocol (SIP) and Session Description Protocol (SDP); User Equipment (UE) conformance specification (3GPP TS 34.229)".
- [i.13] IETF RFC 4103 (2005): "RTP Payload for Text Conversation".
- [i.14] ISO/IEC 17007:2009: "Conformity assessment - Guidance for drafting normative documents suitable for use for conformity assessment".
- [i.15] ISO 9241-11:1998: "Ergonomic requirements for office work with visual display terminals (VDTs) -- Part 11: Guidance on usability".
- [i.16] ISO 9241-110:2006: "Ergonomics of human-system interaction -- Part 110: Dialogue principles".
- [i.17] ISO 9241-171:2008: "Ergonomics of human-system interaction-Part 171: Guidance on software accessibility".
- [i.18] ISO 26800:2011: "Ergonomics - General approach, principles and concepts".
- [i.19] ISO/IEC 13066-1:2011: "Information technology - Interoperability with assistive technology (AT) - Part 1: Requirements and recommendations for interoperability".
- [i.20] Recommendation ITU-T E.161 (2001): "Arrangement of digits, letters and symbols on telephones and other devices that can be used for gaining access to a telephone network".
- [i.21] Recommendation ITU-T G.722 (1988): "7 kHz audio-coding within 64 kbit/s".
- [i.22] Recommendation ITU-T G.722.2 (2003): "Wideband coding of speech at around 16 kbit/s using Adaptive Multi-Rate Wideband (AMR-WB)".
- [i.23] Recommendation ITU-T V.18 (2000): "Operational and interworking requirements for DCEs operating in the text telephone mode".
- [i.24] TIA-1083-A (2010): "Telecommunications; Telephone Terminal equipment; Handset magnetic measurement procedures and performance requirements".
- [i.25] US Department of Justice: "2010 ADA Standards for Accessible Design".
- [i.26] W3C Working Group Note 5 September 2013: "Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT)".





- NOTE: Available at [WCAG2ICT](#).

**[i.27]** Commission Implementing Decision of 27.4.2017 on a standardisation request to the European standardisation organisations in support of Directive (EU) 2016/2102 of the European Parliament and of the Council on the accessibility of the websites and mobile applications of public sector bodies.

**[i.28]** Directive (EU) 2016/2102 of the European Parliament and of the Council of 26 October 2016 on the accessibility of the websites and mobile applications of public sector bodies.

**[i.29]** ETSI EN 301 549 (V1.1.2) (04-2015): "Accessibility requirements suitable for public procurement of ICT products and services in Europe".

**[i.30]** ETSI TR 101 552: "Guidance for the application of conformity assessment to accessibility requirements for public procurement of ICT products and services in Europe".

## ANNEX - DEFINITIONS AND ABBREVIATIONS (FROM EN 301 549)

### 3.1 Definitions

For the purposes of the present document, the terms and definitions given in ETSI EG 201 013 [i.4] and the following apply:

**accessibility:** extent to which products, systems, services, environments and facilities can be used by people from a population with the widest range of characteristics and capabilities, to achieve a specified goal in a specified context of use (from ISO 26800 [i.18])

- NOTE 1: Context of use includes direct use or use supported by assistive technologies.
- NOTE 2: The context in which the ICT is used may affect its overall accessibility. This context could include other products and services with which the ICT may interact.

**assistive technology:** hardware or software added to or connected to a system that increases accessibility for an individual

- NOTE 1: Examples are Braille displays, screen readers, screen magnification software and eye tracking devices that are added to the ICT.
- NOTE 2: Where ICT does not support directly connected assistive technology, but which can be operated by a system connected over a network or other remote connection, such a separate system (with any included assistive technology) can also be considered assistive technology.

**audio description:** additional audible narrative, interleaved with the dialogue, which describes the significant aspects of the visual content of audio-visual media that cannot be understood from the main soundtrack alone

- NOTE: This is also variously described using terms such as "video description" or variants such as "descriptive narration".

**authoring tool :** software that can be used to create or modify content

- NOTE 1: An authoring tool may be used by a single user or multiple users working collaboratively.
- NOTE 2: An authoring tool may be a single stand-alone application or be comprised of collections of applications.



- NOTE 3: An authoring tool may produce content that is intended for further modification or for use by end-users.

**caption:** synchronized visual and/or text alternative for both speech and non-speech audio information needed to understand the media content (after WCAG 2.1 [5])

- NOTE: This is also variously described using terms such as "subtitles" or variants such as "subtitles for the deaf and hard-of-hearing".

**closed functionality :** functionality that is limited by characteristics that prevent a user from attaching, installing or using assistive technology

**content:** information and sensory experience to be communicated to the user by means of software, including code or mark-up that defines the content's structure, presentation, and interactions (after WCAG2ICT [i.26])

- NOTE: Content occurs in three places: web pages, documents and software. When content occurs in a web page or a document, a user agent is needed in order to communicate the content's information and sensory experience to the user. When content occurs in software, a separate user agent is not needed in order to communicate the content's information and sensory experience to the user - the software itself performs that function.

**context of use:** users, tasks, equipment (hardware, software and materials), and the physical and social environments in which a product is used (from ISO 9241-11 [i.15])

**open functionality:** functionality that supports access by assistive technology

- NOTE: This is the opposite of Closed Functionality.

**operable part :** component of ICT used to activate, deactivate, or adjust the ICT

- NOTE: Operable parts can be provided in either hardware (see mechanically operable parts, above) or software. An on-screen button is an example of an operable part provided by software.

**platform software :** collection of software components that runs on an underlying software or hardware layer, and that provides a set of software services to other software components that allows those applications to be isolated from the underlying software or hardware layer (after ISO/IEC 13066-1 [i.19])

- NOTE: A particular software component might play the role of a platform in some situations and a client in others.

**programmatically determinable :** able to be read by software from developer-supplied data in a way that other software, including assistive technologies, can extract and present this information to users in different modalities

- NOTE: WCAG 2.1 uses "determined" where this definition uses "able to be read" (to avoid ambiguity with the word "determined").

**real-time text :** form of a text conversation in point to point situations or in multipoint conferencing where the text being entered is sent in such a way that the communication is perceived by the user as being continuous

**satisfies a success criterion:** success criterion does not evaluate to "false" when applied to the ICT (after WCAG 2.1 [5])

**terminal:** combination of hardware and/or software with which the end user directly interacts and that provides the user interface



- NOTE 1: The hardware may consist of more than one device working together e.g. a mobile device and a computer.
- NOTE 2: For some systems, the software that provides the user interface may reside on more than one device such as a telephone and a server.

**user agent:** software that retrieves and presents content for users (after WCAG 2.1 [5])

- NOTE 1: Software that only displays the content contained within it is treated as software and not considered to be a user agent.
- NOTE 2: An example of software that is not a user agent is a calculator application that does not retrieve the calculations from outside the software to present it to a user. In this case, the calculator software is not a user agent, it is simply software with a user interface.
- NOTE 3: Software that only shows a preview of content such as a thumbnail or other non-fully functioning presentation is not providing user agent functionality.

**user interface:** all components of an interactive system (software or hardware) that provide information and/or controls for the user to accomplish specific tasks with the interactive system (from ISO 9241-110 [i.16])

**user interface element:** entity of the user interface that is presented to the user by the software (after ISO 9241-171 [i.17])

- NOTE 1: This term is also known as "user interface component".
- NOTE 2: User-interface elements can be interactive or not.

**web content:** content that belongs to a web page, and that is used in the rendering or that is intended to be used in the rendering of the web page

**web page:** non-embedded resource obtained from a single URI using HTTP plus any other resources that are used in the rendering or intended to be rendered together with it by a user agent (after WCAG 2.1 [5])

## 3.2 Abbreviations

For the purposes of the present document, the following abbreviations apply:

**ADA** Americans with Disabilities Act

**ANSI** American National Standards Institute

**AT** Assistive Technology

**CIF** Common Intermediate Format

**CSS** Cascading Style Sheets

**DOM** Document Object Model

**EU** European Union

**FPS** Frames Per Second

**FXML** XML-based user interface markup language



**HTML** HyperText Markup Language

**HTTP** HyperText Transfer Protocol

**ICT** Information and Communication Technology

**IETF** Internet Engineering Task Force

**IMS** IP Multimedia System

**IP** Internet Protocol

**JWG** Joint Working Group (of CEN/CENELEC/ETSI)

**ODF** Open Document Format

**OOXML** Office Open eXtensible Markup Language

**PSTN** Public Switched Telephone Network

**QCIF** Quarter Common Intermediate Format

**RFC** Request For Comment

**RTT** Real-Time Text

**SC** Success Criterion

**SIP** Session Initiation Protocol

**URI** Uniform Resource Identifier

**USB** Universal Serial Bus

**VoIP** Voice over IP

**W3C** World Wide Web Consortium

**WCAG** Web Content Accessibility Guidelines (of W3C)

**XML** eXtensible Markup Language

**XUL** XML User interface Language

## **ANNEX - PRACTICAL GUIDANCE FOR ACCESSIBLE NON-WEB DOCUMENTATION**

In WCAG “success criteria” are all technology agnostic. The requirements for non-web documents are based on the WCAG 2.1 level AA requirements, which means all level A and AA criteria relevant to documents must be met.

The W3C publishes [sufficient techniques](#) to meet WCAG success criteria, including techniques for non-web document formats such as PDF. Using a given technique is considered “sufficient” to meet the criteria relevant to the technique, but you can also meet the criteria in other ways.

Shared Services Canada has created a set of guides for producing accessible documents in Microsoft Office:

- [How to create accessible documents](#)



Various software vendors and organizations offer supplementary material that provides instructions for making documents accessible:

- [Adobe PDF accessibility](#)
- [Accessible Digital Office Document \(ADOD\) Project](#)
- [Microsoft Accessibility Checker](#)
- [Webaim: Microsoft Word Techniques](#)
- [Webaim: PDF Techniques](#)
- [Canada.ca Content Style Guide](#)
- [Google Docs – Make your document or presentation accessible](#)
- [Web Accessibility Perspectives - Compilation of 10 Topics/Videos](#)
- [18F Web Accessibility Guide](#)
- [University of Washington Accessible Document Guides](#)

NOTE: Following the guidance given in the links above does not guarantee compliance with WCAG 2.1. Links are provided for reference only.



### Annex “D” Response to Evaluation Criteria

**M1** - The Bidder **MUST** demonstrate that they have delivered pre-retirement training on at least **3** different occasions in English and at least **3** different occasions in French to federal department(s) and/or agency(ies), in the last three (3) years.

The pre-retirement training **MUST** include 5 workshops on the following 5 topics:

1. The Public Service Pension Plan;
2. Estate Planning;
3. Financial Planning;
4. Health and Nutrition; and
5. Psychological Aspects of Retirement

If the title of the workshop differs slightly from the topic as listed above, the bidder must demonstrate that the topic listed above is the main focus of the workshop (despite the slight difference in title).

	<b>Topics</b>	<b>Name of the federal department or agency</b>	<b>Workshop delivery date</b>	<b>Explain if the title of the workshop differs slightly from the topic as listed above</b>	<b>Language</b>	<b>Page Number (where to find the info in the bid)</b>
1-	The Public Service Pension Plan				English	
	Estate Planning				English	
	Financial Planning				English	
	Health and Nutrition				English	
	Psychological Aspects of Retirement				English	
2-	The Public Service Pension Plan				English	
	Estate Planning				English	
	Financial Planning				English	
	Health and Nutrition				English	
	Psychological Aspects of Retirement				English	
3-	The Public				English	



	Service Pension Plan					
	Estate Planning				English	
	Financial Planning				English	
	Health and Nutrition				English	
	Psychological Aspects of Retirement				English	
1-	The Public Service Pension Plan				French	
	Estate Planning				French	
	Financial Planning				French	
	Health and Nutrition				French	
	Psychological Aspects of Retirement				French	
2-	The Public Service Pension Plan				French	
	Estate Planning				French	
	Financial Planning				French	
	Health and Nutrition				French	
	Psychological Aspects of Retirement				French	
3-	The Public Service Pension Plan				French	
	Estate Planning				French	
	Financial Planning				French	
	Health and Nutrition				French	
	Psychological Aspects of Retirement				French	



**M4 - The Bidder MUST demonstrate that EACH resource proposed in Workshop 1-The Public Service Pension Plan has prepared and delivered three (3) information sessions to federal public employees on the Federal Public Service Pension Plan over the past 3 years.**

**1- Name of the resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**2- (If applicable) Name of the second resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**M6 - The Bidder MUST demonstrate that EACH resource proposed in Workshop 2 – Estate Planning has delivered at least three (3) information sessions to federal public employees on the estate planning, wills and power of attorney within the last 3 years as of the resulting Request for Proposal closing date and time.**

**1- Name of the resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**2- (If applicable) Name of the second resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				





**M8 - The bidder MUST demonstrate that EACH proposed resource in **Workshop 3 - Financial Planning** has delivered at least three (3) information sessions to federal public employees on financial planning within the last 3 years as of the resulting Request for Proposal closing date and time.**

**1- Name of the resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**2- (If applicable) Name of the second resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**M10 - The bidder MUST demonstrate that EACH proposed resource in **Workshop 4-Health and Nutrition** has delivered at least three (3) information sessions to federal public employees on physical health and nutrition within the last 3 years as of the resulting Request for Proposal closing date and time.**

**1- Name of the resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				

**2- (If applicable) Name of the second resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Roles and responsibilities of resources	Page Number (where to find the info in the bid)
1-				
2-				
3-				



<b>M12 - The bidder MUST demonstrate that EACH proposed resource in <b>Workshop 5- Psychological Aspects of Retirement</b> has delivered at least three (3) information sessions to federal public employees on the psychological aspects of retirement within the last 3 years as of the resulting Request for Proposal closing date and time.</b>				
<b>1- Name of the resource:</b>				
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Roles and responsibilities of resources</b>	<b>Page Number (where to find the info in the bid)</b>
1-				
2-				
3-				
<b>2- (If applicable) Name of the second resource:</b>				
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Roles and responsibilities of resources</b>	<b>Page Number (where to find the info in the bid)</b>
1-				
2-				
3-				



Annex "E"

<b>M13 - Accessibility</b>		
	Yes	No
The bidder confirms that they have reviewed the requirements described in <b>Annex A – Statement of Work; D. SCOPE: LOGISTICS AND REVIEW Accessibility</b> and <b>Annex C – ICT Accessibility Requirements</b> .	<input type="checkbox"/>	<input type="checkbox"/>
AND either:		
<p><b>Option 1</b> The bidder confirm that all the training material already fully conforms with the Information and Communications Technology (ICT) accessibility requirements and <u>the bidder provides an Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT®) with their proposal on the closing date and time of this request for proposal</u>. The Accessibility Conformance Report (ACR) must;</p> <ul style="list-style-type: none"> <li>• be based on the VPAT® format and completed by a third-party and assessed against the EN 301 549 v2.1.2 (or a more recent version of EN 301 549)</li> <li>• cover all the training material</li> <li>• have been completed not more than 24 months ago.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
OR		
<p><b>Option 2</b> The bidder commits that all the training material will be brought to full conformance within nine (9) months of contract award. The bidder agrees they are solely responsible for any subcontracting or other work required to achieve conformance.</p>	<input type="checkbox"/>	<input type="checkbox"/>



**Annex “F”**

<b>R1. - The Bidder should demonstrate that EACH resource proposed in <b>Workshop 1 - The Public Service Pension Plan</b> has experience in delivering information sessions to federal public employees on the Federal Public Service Pension Plan over the past 5 years.</b>			
<b>1- Name of the resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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10-			
<b>2- (If applicable) Name of the second resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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10-			



**R2. - The Bidder should demonstrate that EACH resource proposed in **Workshop 2 – Estate Planning** has experience in delivering information sessions to federal public employees on the estate planning, wills and power of attorney over the past 5 years.**

**1- Name of the resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Page Number (where to find the info in the bid)
1-			
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**2- (If applicable) Name of the second resource:**

	Name of the federal department(s) or agency(ies)	Workshop delivery date	Page Number (where to find the info in the bid)
1-			
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<b>R3. - The Bidder should demonstrate that EACH resource proposed in <b>Workshop 3-Financial Planning</b> has experience in delivering information sessions to federal public employees on financial planning over the past 5 years.</b>			
<b>1- Name of the resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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10-			
<b>2- (If applicable) Name of the second resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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<b>R4. - The Bidder should demonstrate that EACH resource proposed in <b>Workshop 4-Health and Nutrition</b> has experience in delivering information sessions to federal public employees on health and healthy aging over the past 5 years.</b>			
<b>1- Name of the resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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10-			
<b>2- (If applicable) Name of the second resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
1-			
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<b>R5. - The Bidder should demonstrate that EACH resource proposed in <b>Workshop 5- Psychological Aspects of Retirement</b> has experience in delivering information sessions to federal public employees on the psychological aspects of retirement over the past 5 years.</b>			
<b>1- Name of the resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
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10-			
<b>2- (If applicable) Name of the second resource:</b>			
	<b>Name of the federal department(s) or agency(ies)</b>	<b>Workshop delivery date</b>	<b>Page Number (where to find the info in the bid)</b>
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