



Request for Proposals

OCIO.1516.006

Provision of Professional Services Only

Office of Climate Change and Energy Efficiency - Website Redesign

Office of the Chief Information Officer

Government of Newfoundland and Labrador



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INFORMATION SHEET

Request For Proposal (RFP) – Professional Services			
RFP #:	OCIO.1516.006	RFP Title:	Office of Climate Change and Energy Efficiency - Website Redesign

Key Dates			
RFP Issue Date:	September 14, 2015		
Questions Deadline:	September 21, 2015 4:00 pm Newfoundland Time	Closing Date and Time:	September 28, 2015 4:00 pm Newfoundland Time
Evaluations and reference checks:	September 30 to October 2, 2015		
Contract with successful Proponent finalized:	October 7, 2015		
Project kick off:	October 9, 2015		
Approved design and navigation architecture:	October 30, 2015		
Deliver redesigned website prototype:	December 11, 2015		
Deliver final, tested website:	January 15, 2015		
Proposals must remain valid and open for acceptance until:	March 31, 2016		

Proposal Label
<p>Government Purchasing Agency 30 Strawberry Marsh Road St. John's, Newfoundland and Labrador Canada A1B 4R4</p> <p>Project Name: CCEE - Website and Redesign OCIO.1516.006 Closing Date and Time: September 28th, 2015, 4:00 pm NST</p> <p>Proponent Name Proponent Address</p>

Enquiries and Communication
<p>All enquiries and Communication must be made through e-mail to: OCIORFPInfo@gov.nl.ca</p> <p>Please reference CCEE - Website Redesign - OCIO.1516.006 in subject line.</p>



To reduce paper consumption, the OCIO publishes RFPs formatted to be printed in duplex and recommends Proponents to submit proposals in duplex format.

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1 INTRODUCTION

1.1 INTENT

- 1.1.1 The Office of the Chief Information Officer (OCIO), on behalf of the Office of Climate Change and Energy Efficiency, is seeking Proposals for the provision of professional services to redesign the *Turn Back the Tide* campaign website and Facebook page.

The successful Proponent will have significant experience in creative marketing and communication strategies as well as website and Facebook page design.

The Proponent will provide an individual resource or a team to perform activities related to:

- creating a new look and feel and new visuals for the campaign's website and Facebook page
- create a new interactive Schools section for students and teachers in Newfoundland and Labrador
- implement all content changes as directed by the Office of Climate Change and Energy Efficiency to update and reorganize website content, which will include adding and deleting pages and modifying content throughout the site

- 1.1.2 It is the OCIO's intention to choose a Proponent that:

- is proven in similar environments
- can demonstrate significant professional experience in marketing and website design and Facebook page development
- specializes in creative marketing and communication strategies
- submits a creative and compelling Proposal

1.2 BUDGET

The budget for this project **MUST be less than \$50,000 dollars (CAD)**. This must include:

- all professional services related to:
 - project management (including travel, accommodations, per diem and any other costs)
 - Client relationship management
 - research, planning and design
 - prototype development
 - creating required infographics
 - testing
 - final implementation of website and Facebook pages
- a complete redesigned website and Facebook page that:
 - complies with the OCIO's web development standards and technical and security requirements
 - Post implementation (i.e. after the public launch of the site) support for a minimum of 15 Government of Newfoundland and Labrador business days

The budget for this project does NOT include HST, i.e. the budget **MUST be less than \$50,000 dollars (CAD), excluding HST**.

1.3 OFFICE OF CLIMATE CHANGE AND ENERGY EFFICIENCY

The Office of Climate Change and Energy Efficiency (CCEE) is a central agency located within Executive Council that leads policy and strategy development on issues relating to climate change and energy efficiency. As a key part of this mandate, the Office works collaboratively with other departments and agencies to ensure climate change and energy efficiency are effectively integrated into policy development and decision making.

In 2012, CCEE launched the *Turn Back the Tide* website to raise awareness about climate change and energy efficiency among Newfoundlanders and Labradorians. This website (www.turnbackthetide.ca) contains information on these issues, along with dedicated portals with information on how households, businesses and communities can take action. Additionally, the website currently has three interactive tools, consisting of an Interactive House that provides tips of energy efficiency and waste reduction, as well as two carbon calculators for individuals or municipal governments to calculate their carbon footprint.

For further information on the Office of Climate Change and Energy Efficiency, please see our website at <http://www.exec.gov.nl.ca/exec/ccee/>

1.4 OFFICE OF THE CHIEF INFORMATION OFFICER (OCIO)

The OCIO provides for the operation of the Government's computer systems and infrastructure, the planning, development and implementation of new information technology (IT) initiatives and the coordination of IT and Information Management (IM) for Government and IT industry development.

For further information on the OCIO please see our website at <http://www.ocio.gov.nl.ca/>.

1.5 GENERAL DEFINITIONS

- **CCEE** – means the Office of Climate Change and Energy Efficiency
- **Client** – means the Office of Climate Change and Energy Efficiency
- **Closing Time** – means the date and time on which Proposals under this Call are due and must be received as specified herein
- **Government** – means the Government of Newfoundland and Labrador
- **OCIO** – means the Office of the Chief Information Officer
- **Proponent** – a respondent to this RFP; the vendor offering the goods and services as defined in this RFP
- **Proposal** – the document prepared by the Proponent in response to this RFP. It may also include any additional information submitted by the Proponent throughout the competition period
- **Province** – means the Province of Newfoundland and Labrador
- **Services** – those services to be provided to the OCIO by the Proponent under the Resulting Agreement consisting of Data Networking and Internet Services
- **Vendor** – a supplier of goods and services

1.6 BUSINESS REQUIREMENTS

1.6.1 The purpose of this RFP is to secure professional services to redesign the *Turn Back the Tide* website. The redesign will consist of:

- **Developing a new look and feel for the website** to ensure the site is modern, appeals to all audiences and meets current best practices in web design, including the OCIO's technology standards and requirements relating to accessibility
- **Updating and reorganizing all website content** to ensure the more than 180 pages of content on the site are referencing the most up-to-date and accurate information on climate change and energy efficiency, while aiming to reduce the overall page count by approximately 30%
- **Creating new visuals** for the website, such as infographics, to enhance the site's appeal for visual learners, including younger audiences, while still meeting the OCIO's technology standards and accessibility requirements for websites

- **Developing a new Schools section** for students and teachers in Newfoundland and Labrador, including the development of a new interactive tool to facilitate meeting curriculum outcomes for Environmental Science 3205
- **Creating a new look and feel for the campaign's Facebook page**, which must be based upon the redesigned website to ensure they are perceived as part of the same initiative

The redesigned *Turn Back the Tide* website will continue to provide relevant and accurate information to a variety of audiences, with portals targeting households, businesses, communities and schools. The final product, which will continue to be maintained by CCEE and hosted by the OCIO, must be modern, inviting, dynamic, easy to navigate and accessible.

1.6.2 The successful Proponent will:

- lay out its approach in a project plan
- work closely with the Client to redesign the website, with frequent meetings and discussions
- coordinate transferring the existing website files from the current website to the newly designed website as a starting point for the redevelopment effort
- establish a private and secure development site for the Client to review all work during the project
- develop a new navigation architecture for the site based upon the presentation of wireframes for approval by the Client
- develop and implement a new look and feel for the website based upon the presentation of design mock-ups for approval by the Client
- create at least 12 new infographics for the site, which must be directly accessible or offer accessible alternatives
- implement all content changes and revisions directed by the Client including adding and deleting pages, as well as editing content as directed
- develop a new interactive tool for the site to explain climate change impacts in Newfoundland and Labrador, which will be designed to support achieving outcomes for Environmental Science 3205
- complete operational testing and user acceptance testing of the redesigned website
- create a new design for the campaign's Facebook page (www.facebook.com/turnbackthetide) to ensure the look and feel of the website and Facebook page are consistent
- work with the OCIO to coordinate transferring the revised website files to the OCIO for hosting
- provide technical support for a minimum of 15 Government of Newfoundland and Labrador business days after the public launch of the redesigned site

1.6.3 All new content will be provided by the Client; the Successful Proponent will have access to the creative materials previously developed for the *Turn Back the Tide* campaign (e.g. videos, posters). The Successful Proponent will NOT be required to:

- develop an approach for reorganizing the website's content , as this will be provided by the Client at the outset of the project (e.g. the sitemap)
- create the written content for the site, as Microsoft Word documents with all revised content will be provided by the Client
- provide hosting or maintenance services beyond the 15 Government of Newfoundland and Labrador business days

The successful Proponent will not be responsible for developing any written content for the site including the new interactive tool, as this will be provided by the Client. However, in some instances, the successful Proponent will

be responsible for taking the written content and presenting this content in a visually appealing way and accessible way (e.g. through infographics).

1.6.4 The redesigned *Turn Back the Tide* website and Facebook page:

- will be fresh, modern, easy to navigate and accessible
- will be welcoming, promoting positive attitudes towards taking action on climate change and energy efficiency so that individuals are engaged and empowered to act
- must convey accurate information clearly and concisely, in an engaging way to capture the public's interest and attention
- contain pictures or illustrations relevant to Newfoundland and Labrador that individuals within the province will recognize or identify with
- will continue to provide comprehensive and factual information on climate change and energy efficiency
- will continue to have:
 - a section about the issues
 - sections targeting households, businesses and communities
 - a tools and resources section
 - a "What's New" section
 - three interactive tools, consisting of two carbon calculators and an interactive house

In addition, through this project, a new section will be added for schools and a new interactive tool will be developed to provide information on climate change impacts in Newfoundland and Labrador.

1.6.5 While the *Turn Back the Tide* website currently has over 180 pages of content, CCEE has established a goal to reduce the overall page count of the site by approximately 30% through this project to facilitate site maintenance over time.

1.6.6 The final website and materials produced by the Consultant, including all un-flattened resource files, will be 100% owned by the Government of Newfoundland and Labrador and will be hosted on the Provincial Government's server. The Government of Newfoundland and Labrador will be able to freely use and reproduce the material in the website.

1.7 DELIVERABLES

The deliverables are:

- Project plan
The Proponent will develop a project plan for executing the work for agreement by the Client. The plan will outline the timing of key milestones (including delivery of draft materials), and will be discussed at a project kick-off meeting. The plan will be revised by the Proponent to reflect Client feedback within five working days. This project plan must lay out how the Proponent will integrate testing requirements.
- Design and navigation architecture
The Proponent will develop the design and navigation architecture for the website and present it to the Client prior to advancing to production. The Proponent will be required to provide mock-ups to visually represent their vision for the website.
- Redesign prototype
The Proponent will be required to provide a confidential (i.e. non-public) development site for the Client to review all changes made in the website. Any editing requirements from the Client must be made and a fully redesigned prototype submitted, after which operational testing must be completed.

- Final tested website and Facebook page

The Proponent will deliver the final website to the Client, which must take account of the Client's feedback and address any issues emanating from operational testing and user acceptance testing, as agreed with the Client. The final website must pass all testing completed by the OCIO. The Proponent will be required to provide technical support to address any issues for a minimum of 15 Government of Newfoundland and Labrador business days after the public launch of the redesigned site.

2 INSTRUCTIONS TO PROPONENTS

2.1 PROPOSAL SUBMISSION

Written Proposals must only address this RFP.

Documents included in this package	Proponent responds
<i>Appendix A – Checklist of Mandatory Criteria</i>	Yes
<i>Appendix B – Evaluation Criteria</i>	Yes
<i>Appendix C – Financial Requirements</i>	Yes
Schedule 1 – Required Proposal Format	No
Schedule 2 – Background – Office of Climate Change & Energy Efficiency	No
Schedule 3 – Sample Government of Newfoundland and Labrador Consultant Agreement	No
Schedule 4 – Web Development Standards: Technical Requirements and Specifications for Websites	No

The Schedules are provided to assist in preparing responses. Proponents are advised to read and understand all other documents and to use information gathered from them to inform their proposal but must not respond to the additional documents in writing.

The OCIO is not obligated to struggle through a poorly prepared Proposal. Such Proposals cause significant disruptions to the evaluation process. A Proposal risks being judged incomplete and may be disqualified if:

- instructions are not adhered to,
- it does not contain sufficient detail,
- the hard copies do not contain all the information required to attribute a score,
- criteria are not clearly addressed in the format required,
- required diagrams and page numbers are absent, or
- there are frequent redirections.

The Proponent must provide one (1) Proposal package containing:

- Five (5) complete hard copies of the Response to the RFP printed in duplex.
 - A completed response to ***Appendix A – Checklist of Mandatory Criteria***
 - A response for **each** criterion in ***Appendix B – Evaluation Criteria***
- One (1) complete **SEARCHABLE** electronic copy of the Response to the RFP. **PLEASE NOTE: A scanned PDF is NOT searchable.**
- additional information that may be of interest to the OCIO may also be included.

Facsimile or electronic-only Proposals are not acceptable and will not be considered.

The OCIO's Information Services Centre (ISC) reserves the right to print copies of the Proposal from the electronic copy (Adobe Acrobat Format) provided by the Proponent in whole or in part, if needed for additional evaluators.

Proposal packages must be received in full no later than 4:00 p.m., Newfoundland Time on or before the closing date specified on the RFP Information Sheet. Proposals received after that time shall not be considered and shall be returned. PLEASE NOTE: Delivery to the island of Newfoundland by courier may take longer than expected. Proponent is advised to allow plenty of time for delivery.

The Proposal must be delivered to the Government Purchasing Agency (GPA) at the following address:

Government Purchasing Agency
30 Strawberry Marsh Road
St. John's, Newfoundland and Labrador
Canada, A1B 4R4

Proposals must be signed by an authorized representative of the Proponent. **Unsigned Proposals shall not be considered and will be returned.**

Proponents may request a Microsoft Word copy of the RFP by e-mail at: OCIORFPInfo@gov.nl.ca.

All Proposals must remain valid and open for acceptance up until the date referenced on the RFP Information Sheet.

Proponents are solely responsible, and without recourse to Government or the OCIO, for any expenses they incur in preparing and submitting a proposal and for their participation in the RFP process including providing any additional information that may be requested by the Evaluation Committee. The Province and the OCIO shall not defray nor be liable for any expenses incurred by Proponents in responding to this RFP.

All compliant Proposals and accompanying documentation submitted prior to the Closing Time are considered the property of the OCIO and will not be returned.

2.2 INQUIRIES AND COMMUNICATION

All inquiries and other communications with respect to this RFP are to be directed ONLY to the e-mail address: OCIORFPInfo@gov.nl.ca.

All addenda that have been issued in relation to this RFP will be available on the Government Procurement website at www.gpa.gov.nl.ca/availabletenders.stm, or by contacting the Government Purchasing Agency. Proponents are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of a Proposal in Response to this call.

At any time during the evaluation period, OCIO may contact the Proponent respecting its Proposal. No changes by the Proponent will be permitted after the RFP Closing Time, but the OCIO may request clarification at its discretion.

2.3 PROPOSAL CONTENT

ALL PROPOSALS MUST ADDRESS THE CONTENT OF THE RFP. Compliant Proposals are those that clearly demonstrate a thorough understanding of the RFP and its stated requirements and criteria. Responses must specifically address the requirements and criteria as specified throughout this RFP document.

Proponents are to follow the format laid out in **Schedule 1 – Required Proposal Format** to organize Proposals.

2.4 PROPOSAL ACCEPTANCE

Government reserves to itself the unfettered right to reject any or all Responses to this RFP and is not bound to accept the highest ranking or any Response. Government may elect to cancel this RFP at any time with or without cause and no liability shall accrue to Government as a result of the exercise of its discretion in this regard.

The successful Proposal will form part of any resulting agreement by attachment and incorporation by reference. Claims made in the Proposal will constitute contractual commitments. Any provision in the Proposal may be included in the resultant agreement as a direct provision thereof. **The agreement resulting from this RFP shall not exceed the price proposed by the successful Proponent.**

If Government decides to accept a Proposal, it will accept the Proposal that is judged the best overall Proposal when evaluated in accordance with the stated criteria. Government shall give written notice of its decision.

Should Government decide not to accept any Proposal, all Proponents will be given written notice of such decision.

2.5 DISCLOSURE AND CONFIDENTIALITY OF PROPOSALS

Documents and other records in the custody of or under the control of the OCIO or its representatives shall be subject to the Access to Information and Protection of Privacy Act SNL 2002, c. A-1.1 ('ATIPPA').

Note: The newly proposed Access to Information and Protection of Privacy Act (ATIPPA) legislation may affect the disclosure of agreements between the Government of Newfoundland and Labrador and companies. There may be limited amounts of information in a Proposal that could not be disclosed if requested by an ATIPPA request. However, if you do not want certain confidential Proposal information disclosed please notify us accordingly.

In this engagement, the Proponent will have access to confidential information, which may include personal information, received from Government and may be storing, manipulating or accessing the confidential information on the Proponent's own information technology assets. To emphasize the need for appropriate measures to ensure the confidentiality of such information, the successful Proponent may be required to sign a confidentiality agreement. Further, Government shall require that the successful Proponent advise of secrecy documents that bind its resources. As well, in the event that the successful Proponent does not use information technology assets provided by Government but rather stores, manipulates or accesses confidential information on the Proponent's own information technology assets, the successful Proponent will require individual resources to sign a document entitled "TERMS OF USE – Security of Government information on Information Technology Assets of Contractors".

2.6 GENERAL TERMS AND CONDITIONS

- 2.6.1 This procurement opportunity is subject to the provisions of the Atlantic Procurement Agreement and the Agreement on Internal Trade. Information on these Agreements may be obtained by visiting <http://www.gpa.gov.nl.ca/>.
- 2.6.2 In the event of any discrepancies between this RFP, the Proposal or the resultant agreement, the agreement will govern, followed by the RFP and then by the Proposal.
- 2.6.3 Proposals containing irregularities or errors of a non-material nature may be considered by the OCIO at its sole and absolute discretion.
- 2.6.4 If the Proponent is an extra-provincial corporation, the Proponent shall be required to be licensed to conduct business in its own jurisdiction. The successful Proponent may also be required to register in the Province of Newfoundland and Labrador in accordance with the *Corporations Act*.
- 2.6.5 Any agreement resulting from this RFP shall be governed by the laws of the Province of Newfoundland and Labrador.
- 2.6.6 Personnel resources supplied by the Proponent may be required to obtain a Royal Newfoundland Constabulary Certificate of Conduct (<http://www.rnc.gov.nl.ca/faqs/certificate.html>) or an equivalent certificate from a police force in the Proponent's jurisdiction and, for any inter-provincial assignment respecting a project, a federal government security clearance.
- 2.6.7 The OCIO reserves the right to use contractors of its choosing to prepare technical specifications for the purpose of developing RFPs. The OCIO retains and has final authority over all RFP content.
- 2.6.8 The working language for all communications associated with this project shall be English. All project team members interacting with Government representatives are expected to be proficient in English. All deliverable documentation shall be in English.
- 2.6.9 The successful Proponent must be in compliance with all applicable legislative and regulatory requirements.
- 2.6.10 All costs quoted in the Financial Proposal must be in Canadian Dollars; all billing will be in Canadian Dollars.

- 2.6.11 As a condition of submitting a Proposal, a Proponent agrees that it shall assign, for the duration of the project, the personnel resources named in its Proposal to undertake the work. A Proponent agrees that it shall not substitute personnel resources without the written consent of the Client.
- 2.6.12 All terms and conditions will apply to all subcontractors and the Vendor will be responsible for all work done by the subcontractors.
- 2.6.13 **Vulnerability and other security/ risk assessments are typically not required for static web pages that will be hosted as part of Government's main public website and existing web server. However, if any part of a website contains functionality or components that may introduce a security risk into the Government Network (e.g., integration with a back-end database; installation of software/ hardware, including additional or new servers; inbound/ outbound connections to other systems on the Government Network or to other systems via the Internet), a vulnerability and/ or other security or risk assessment may be required, at the discretion of the OCIO, before it can be hosted on the Government Network.**

3 EVALUATION PROCESS

3.1 EVALUATION COMMITTEE

The Evaluation Committee may include such members of Government and any external advisors as are necessary to provide proper technical, legal and financial evaluation of the Proposals received.

3.2 EVALUATION MECHANISMS

The following table identifies the scores available for each section of the RFP.

Criteria	Minimum Score	Maximum Score	%
Proponent Qualifications		2,000	20%
Approach to Project		3,000	30%
Project Execution		2,500	25%
Cumulative Score	5,250	7,500	75%
Financial Proposal Requirements		2,500	25%
Total Score		10,000	100%

Each criterion will be scored based on the following key:

Description	Score
Proponent fully meets the criterion.	4
Proponent meets most of the criterion (more than half).	3
Proponent meets some of the criterion (half).	2
Proponent meets some of the criterion (less than half).	1
Proponent does NOT meet the criterion at all.	0

3.3 EVALUATION PROCESS OVERVIEW

The RFP evaluation process is a **3-phase** selection procedure. It will be finalized through completion of the following steps:

Phase 1

- Proposals are received in response to this RFP.
- Appendix A - Checklist of Mandatory Criteria** is reviewed to ensure Proposals are compliant.
- Responses to **Appendix B – Evaluation Criteria** are reviewed by the Evaluation Committee to ensure they meet requirements.
- The Evaluation Committee Chair may contact Proponents for clarification or to substantiate Proposal content.
- A shortlist is **selected** from those that have achieved the necessary minimum cumulative score; those who are shortlisted will move on to Phase 2.

Phase 2

- The Proposals will contain a minimum of 3 website references and 3 Facebook pages as samples of their work in the past. Each of these websites and Facebook pages will be reviewed.
- The OCIO and CCEE will use the examination of these websites to validate the written Proposal.

- References are verified.

Phase 3

- Proponents that have
 - completed and are compliant with **Appendix A - Checklist of Mandatory Criteria**
 - achieved a cumulative score of 70% or higher in their responses to **Appendix B – Evaluation Criteria**, will undergo a detailed evaluation of their responses to **Appendix C – Financial Proposals**.
- Of those Proposals, the one judged to represent the lowest overall cost to the Government will be awarded the full financial evaluation score of 25% and the remainder will be awarded a prorated score based on the following formula:

$$(\text{Lowest Cost} / \text{Proponent's Cost}) * 25\%$$
- A final recommendation will be made with respect to the Proponent that, in the opinion of the Evaluation Committee, best meets project requirements and represents the best value to Government.
- Proponents are advised in writing of the acceptance/ rejection of their Proposal.
- An agreement, satisfactory to Government, shall be entered into with the successful Proponent.

IMPORTANT NOTE:

With this RFP Package the OCIO has endeavoured to provide as much information as possible to enable Proponents to arrive at a reasonable project budget. The onus is on the Proponent to review all material and to submit questions for greater clarity. Where there are uncertainties Proponents should submit questions rather than make assumptions. The project **MUST** be less than \$50,000 dollars (CAD), excluding HST.

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Appendix A – Checklist of Mandatory Criteria

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Checklist of Mandatory Requirements

Proponents indicate here if their Proposal is compliant.

Mandatory Requirement	Vendor Confirmation Yes / No
Mandatory Procedural Requirements	
The Proposal package contains five (5) complete hard copies of responses to Appendix A – Checklist of Mandatory Criteria & Appendix B – Evaluation Criteria .	
The Proposal package includes one (1) copy of the response to Appendix C – Financial Proposal under separate cover.	
The Proposal package includes one (1) complete <u>SEARCHABLE</u> electronic copy of the Proposal. PLEASE NOTE: A scanned PDF is NOT searchable.	
The Proposal was received in full by the Government Purchasing Agency (GPA) no later than 4:00 p.m., Newfoundland Time on or before the closing date specified on the RFP Information Sheet.	
The Proposal is signed by an authorized representative of the Proponent.	
The Proposal contains the contact information for a minimum of three references. Proponents are to verify that they have contacted the individuals/ organizations that they are using for references and confirmed that they will be available and willing to participate in a telephone reference call during the time indicated on the RFP Information Sheet at the front of this document.	
Confirm you have reviewed the attached Standard Agreement Template in full and have included in your proposal package a marked up version of the agreement to indicate concerns or probable edits.	
Mandatory Technical & Web Development Requirements	
<p>Coding is restricted to:</p> <ul style="list-style-type: none"> Static HTML <ul style="list-style-type: none"> HTML 5 declarations are acceptable as long as specifications/features used conform to the browser versions and testing rules identified within the RFP. Static HTML would have no tie or connection to any form of database backend. CSS <ul style="list-style-type: none"> CSS 3 declarations are acceptable as long as specifications/features used conform to the browser versions and testing rules identified within the RFP. JavaScript <ul style="list-style-type: none"> Any components that rely on JavaScript being enabled will not function for users who may have disabled scripting (e.g., interactive components such as the interactive house currently used on the Turn Back the Tide website). Server Side Includes (SSI) <ul style="list-style-type: none"> SSI allows the call of inclusion for common library files such as headers/footers. <p>Vendors are to confirm that they will work within these parameters.</p>	
See the <u>Web Development Standards: Technical Requirements and Specifications for Websites</u> document included with this RFP package. Vendors are to confirm that they will work within the parameters specified in that document.	

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Appendix B – Evaluation Criteria



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1 PROPONENT QUALIFICATIONS – 20%

The OCIO is seeking a Proponent with experience in marketing and website design and Facebook page development, specializing in creative marketing and communication strategies as well as campaign planning and execution. A thorough response to each criterion is required for the Proposal to be complete. **Proponents should call on their experience with previous projects in organizations of similar size and complexity to ours to respond to these requirements.**

	Requirement	Score
1	PROPOSED TEAM The Proponent will offer a team sufficient to conduct on-site project management, Client relationship management, and all tasks associated with the redesign, development, testing and deployment of the new <i>Turn Back the Tide</i> campaign website and Facebook page. <ul style="list-style-type: none"> • Provide resumes of proposed resources sufficient to substantiate expertise and experience in the proposed role. • Describe their proposed roles for the project how they will work with the CCEE team. 	2,000
VENDOR RESPONSE		
Total Points		2,000

2 APPROACH TO PROJECT – 30%

The requirements for this project are provided in section 1.6 and 1.7 of this document with some additional information in the CCEE Background document at Schedule 2 of this package.

Experience in marketing and website design and Facebook page development, specializing in creative marketing and communication strategies is critical.

Scores will be allocated based on how thoroughly the solution meets the requirement and the experience level provided.

#	Requirement	Score
1.	Provide links 3 websites and/ or 3 Facebook pages as samples of the Proponent's work in the past. These websites and Facebook pages are to showcase the Proponent's strengths in marketing, campaign planning and execution, website design and Facebook page development (Public Sector sites and pages preferred). Each website and page will be reviewed to assess that it demonstrates that it: <ul style="list-style-type: none"> • is easily navigated • has a modern look and feel • conveys a clear, positive message • is interactive and engaging • meets accessibility requirements (as described in the Web Development Standards: Technical Requirements and Specifications for Websites document included with this RFP Package) • works on a variety of web browsers, devices and adaptive technologies (as described in the Web Development Standards: Technical Requirements and Specifications for Websites document included with this RFP Package)) 	1,000
VENDOR RESPONSE		
2.	Discuss approach to the work and creative ideas for redesigning the website.	1,000
VENDOR RESPONSE		
3.	Describe the testing plan, outlining how the new Turn Back the Tide campaign website and Facebook page will be tested, how many testing iterations are included in your estimate, who does the testing and the approach to signoff.	650
VENDOR RESPONSE		
4.	Describe the proposed approach to managing a well-structured and controlled conversion/ migration of content from the current website to the new design including graphical assets.	350
VENDOR RESPONSE		
Total		3,000

3 PROJECT EXECUTION – 25%

#	Requirement	Score
1.	Provide a detailed plan that describes how the project will be executed from kickoff to deployment with schedules and timelines including major milestones; take into account the business requirements and deliverables outlined in this RFP.	1,150
VENDOR RESPONSE		
2.	Discuss approach to Client relationship management.	850
VENDOR RESPONSE		
3.	A warranty is required as well as troubleshooting services at no additional cost for a minimum of 15 Government of Newfoundland and Labrador business days. Describe the warranties, troubleshooting and support services available.	500
VENDOR RESPONSE		
Total		2,500

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Appendix C – Financial Requirements



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FINANCIAL PROPOSAL REQUIREMENTS – 25% (2,500)

A Proponent's financial Proposal must include ALL professional services as well as any other fees or charges, including travel, accommodations, per diem and any other costs that will ultimately be billed to the OCIO.

Response Requirements	Score
Proponents are required to submit a Fixed-Price bid for this engagement. The bid MUST be less than \$50,000, excluding HST. All costs must be in Canadian Dollars (CDN).	
Total Points	

Description	Description/ Comments	Cost
Fixed-Price Bid		
HST		
Total Fixed-Price Cost		

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Schedule 1 – Required Proposal Format

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Required Proposal Format

Proponents are to follow the format laid out below to organize Proposals.

TITLE PAGE

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Include in the Executive Summary:

- Names and address of all partners, clearly identifying the lead Proponent.
- **For the lead Proponent** provide a single contact name, title, telephone number and email address.
- **For all partners:**
 - Describe the principal business including a brief corporate history and corporate direction(s) sufficient to provide a sense of whether or not this is a new line of business for the Proponent or if they are long-time players in the field.
 - Clearly articulate the Proponent's level of experience in creative marketing and communication strategies, promotion, and campaign planning and execution as well as website and Facebook page design.
 - Briefly describe industry recognition such as Gartner or other third-party ratings which provides assurance that the Proponent represents significant enterprise-class Client-base, and leadership in this market segment. Also describe awards won, accreditations achieved, or other recognition within the relevant business segment.
- Contact information for a minimum of three references able to substantiate that the Proponent and the core team have relevant experience in providing this software and services similar to those required in this RFP.

CHECKLIST OF MANDATORY CRITERIA (See Appendix A)

EVALUATION (See Appendix B)

Proponent Qualifications
Approach to Project
Project Execution

FINANCIAL PROPOSAL REQUIREMENTS (see Appendix C)

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Schedule 2 – Background – Office of Climate Change & Energy Efficiency

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1 DEPARTMENT OVERVIEW

The Office of Climate Change and Energy Efficiency (CCEE) has lead responsibility within Government for strategy and policy development on climate change and energy efficiency. The mandate of CCEE is:

- 1.1 To advance sustained action on climate change and energy efficiency that effectively balances economic and environmental considerations, including deepening public awareness, understanding and engagement.
- 1.2 To undertake focused research and analysis to enable the province to maximize opportunities and minimize risks from the impacts of climate change and the move towards a lower-carbon global economy.
- 1.3 To work with departments to better integrate climate change and energy efficiency considerations into their current and future programs, services, legislation and regulations, and ensure effective coordination across government.
- 1.4 To advance the province's interests and priorities in regional, national and international forums on climate change and energy efficiency, and engage external stakeholders to deepen and widen government's dialogue on next steps.

2 PROJECT BACKGROUND

In 2011, the Government of Newfoundland and Labrador released *Charting Our Course: Climate Change Action Plan* and *Moving Forward: Energy Efficiency Action Plan*. Together, these plans establish the Provincial Government's strategic approach for taking action on climate change and energy efficiency and outline 75 commitments for action across the province's economy.

One of the 75 commitments outlined in the plans is a commitment to develop a public awareness campaign on climate change and energy efficiency, aimed at improving understanding of these issues within Newfoundland and Labrador. As a result, the *Turn Back the Tide* campaign was developed and launched in September 2012. The campaign was implemented over a two-year period, consisting of:

- 2.1 A one-stop-shop website with information on climate change and energy efficiency for individuals, businesses and communities (www.turnbackthetide.ca);
- 2.2 Television, newspaper and online advertisements to raise awareness about the issues and drive traffic to the campaign website; and
- 2.3 A strong social media presence (i.e. Facebook page) and partnerships with community organizations aimed at broadening the reach of the campaign.

In 2014, the *Turn Back the Tide* campaign won two Pinnacle Awards from the International Association of Business Communicators – Newfoundland and Labrador. These were an Award of Excellence for Government Communication Program and an Award of Merit for the campaign's Digital Communication Channels. Additionally, the overall success of the campaign was evaluated internally by CCEE in 2015. This evaluation showed, amongst other things, that the campaign's website had been successful in achieving broad reach, receiving over 56,000 website visits by March 31, 2014 and exceeding the original target of 50,000. By August 2015, the total visits for the site were over 98,000.

While funding for campaign advertising ended in 2014, the *Turn Back the Tide* website and Facebook page continue to be maintained by CCEE, with the campaign's website being hosted by the Office of the Chief Information Officer (OCIO). CCEE is now looking to contract professional services to complete a redesign of the *Turn Back the Tide* website, to ensure the website remains fresh and modern, with the most up-to-date and relevant information for its various audiences.

3 ANTICIPATED TRANSACTION VOLUME

3.1 Website metrics from September 17, 2012 to September 4, 2015:

- Website sessions: 100,183
- Page views: 216,923
- Bounces: 67,848
- Bounce rate: 67.73%
- % new sessions: 83.68%
- Pages/Session: 2.17
- Average. Session duration: 00:01:44

3.2 Top pages (top 5 outside of main page):

1. /understanding/benefits-of-energy-efficiency.shtml
2. /at-home/construction-&-renovation/national-building-code.shtml
3. /understanding/climate-change-and-energy-efficiency-relationship.shtml
4. /understanding/reducing-ghg-emissions.shtml
5. /understanding/how-climate-change-impacts-newfoundland-&-labrador.shtml

3.3 Referrers (top 5):

1. Google 49,886 (49.79%)
2. (direct) 18,744 (18.71%)
3. VOCM.com 8,316 (8.3%)
4. Thetelegram.com 5,156 (5.15%)
5. CBC.ca 2,345 (2.34%)

4 EXPECTED BENEFITS

1. Continue to provide relevant and accurate information to a variety of audiences, with portals targeting households, businesses, communities and schools
2. Generate site traffic
3. Appeal to new readers and reach a wider audience

5 CLIENT STAKEHOLDERS

Group	Role (e.g. use of system)	Location(s)	Consulted On Project
General Public	Content consumer	Anywhere in the world	No
NL Households	Content consumer	Anywhere in NL	No
NL Businesses	Content consumer	Anywhere in NL	No
NL Communities	Content consumer	Anywhere in NL	No

NL Schools	Content consumer	Anywhere in NL	No
Office of CCEE	Content provider	St. John's, NL	Yes
OCIO Information Protection	Web Security	St. John's, NL	Yes
OCIO Application Services	Support the website	St. John's, NL	Yes
OCIO Operations	Host the website	St. John's, NL	Yes

6 *IN SCOPE*

6.1 Redesign website look and feel – the redesigned website is expected to:

- Be fresh, modern, inviting and dynamic
- Be welcoming to viewers
- Utilize Newfoundland and Labrador related content (e.g., graphics, pictures) that viewers recognize and identify with
- Promote positive attitudes towards taking action on climate change and energy efficiency
- Engage viewers and capture their attention
- Convey accurate information clearly and concisely
- Empower viewers to act

The vendor is expected to:

- develop and present a new website design using mock-ups and wireframes for CCEE review and approval
- establish a private and secure development site for CCEE to conduct review of prototypes and all changes while the project is ongoing
- implement the approved design

The vendor has access to the creative materials previously developed for the *Turn Back the Tide* campaign (e.g., videos, posters), but is not required to reflect these materials within the redesigned site.

6.2 Re-architect website navigation – the redesigned website is easy and intuitive for viewers to navigate.

The vendor is expected to:

- Convert content before developing wireframes or mock-ups (content should be the determining factor for all layout or design choices)
- Implement the new content outline/ structure for the site (already developed by CCEE)
- Develop a new navigation framework and architecture for the site
- Present wireframes that fit with the new content outline for CCEE approval
- Demonstrate how navigation fits with the new content outline/structure

6.3 Align Facebook page – The campaign's website and Facebook page (www.facebook.com/turnbackthetide) are consistent and cohesive. The vendor is expected to consider both during design and apply the same look and feel to each.

6.4 Refresh website content – The website currently provides over 180 pages of comprehensive and factual information on climate change and energy efficiency with:

- A section about the issues
- Sections targeting households, businesses and communities

- A tools and resources section
- A “What’s New” section
- Three interactive tools (i.e., two carbon calculators and an interactive house)

The vendor is expected to:

- Update and revise content as directed by CCEE
- Create a new section for schools
- Present written content visually by creating at least 12 new infographics
- Update the 3 existing interactive tools (i.e. two carbon calculators, interactive house)
- Develop an interactive tool to provide information on climate change impacts in Newfoundland and Labrador

The vendor is not expected to:

- Develop any written content, as this will be provided by CCEE (but the vendor may make recommendations regarding the organization of the site and its content though this is not a requirement)
- Condense content (CCEE has already condensed content)

- 6.5 Comply with Web Development Standards – the website incorporates the standards, guidelines and best practices specified in the OCIO’s Web Development Standards document (located at www.ocio.gov.nl.ca/ocio/itresources/OCIOWebStandardsforGNLWebsites.pdf). This document covers a range of topics including accessibility (e.g., WCAG 2.0 Level AA at www.w3.org/TR/WCAG20) and government branding (located at gov.nl.ca/brand).

The vendor is expected to:

- Consult with the OCIO Solution Delivery (e.g., the Web Development Group) as required for clarification of these standards
- Supply an alternate accessible version of content where any form of content is not accessible

- 6.6 Comply with Technical Requirements – The redesigned website addresses CCEE and OCIO technical requirements.

The vendor is expected to:

- Develop a website that does not include a content management system;
- Consult with the OCIO Solution Delivery (e.g., Enterprise Architecture) for clarification of technical matters;
- Identify the technologies planned for use before advancing to production (see the constraints section for a list of coding restrictions).
- Design (e.g., use responsive design) the campaign website so support a variety of internet browsers, platforms (e.g., tablets), mobile devices, and adaptive technologies; and
- Provide the original source images at the end of the project when the files are transferred back to CCEE and the OCIO.

- 6.7 Ensure website quality – the redesigned website is stable and complies with government’s requirements and standards.

The vendor is expected to:

- Operationally test the redesigned website to ensure that it is
 - stable
 - meets the requirements of government
 - works seamlessly on a variety of web browsers and platforms

- Acceptance test the redesigned website with CCEE, the OCIO and a representative sample of the general public to ensure that the requirements have been met (several iterations may be required before the website passes acceptance testing).

6.8 Deliver Key Work Products – Four specific work products are expected to have financial payment associated:

- 6.8.1 Project Plan – The vendor is expected to officially start the project with a kick-off meeting attended by project stakeholders where the project plan is presented. This plan outlines key tasks (e.g., research and testing), responsibilities (e.g., RACI model) and milestone dates (including delivery of draft materials). The project plan is informed by a vendor review of the current website files (provided by the OCIO to the vendor at the beginning of the project) but may be revised based upon stakeholder feedback before approval is granted.
- 6.8.2 Approved design and navigation architecture – The vendor is expected to develop a vision for the campaign’s website and Facebook page with mock-ups for its new design and a navigation framework. The design and navigation framework may be revised based upon feedback. Several iterations may be required before approval is granted.
- 6.8.3 Approved redesign prototype – The vendor is expected to develop and present a prototype of the new website for review. The prototype may be revised and represented based upon feedback. Several iterations may be required before approval is granted.
- 6.8.4 Delivered final tested website and Facebook page – The vendor is expected to deliver the final website to CCEE and the OCIO. The final website passes testing (e.g., incorporates all feedback, addresses any issues emanating from operational testing and from user acceptance testing) by CCEE and the OCIO.

6.9 Post implementation support – the vendor is expected to provide technical support to address any issues that may arise for a minimum of 15 government business days after public launch of the redesigned website

7 OUT OF SCOPE

- CCEE will develop the approach for reorganizing website content (i.e., the sitemap).
- CCEE will provide new content inventory at the beginning of the project.
- CCEE will provide all written content for the website.
- CCEE will maintain website content.
- The OCIO will host the new website and provide application support services.
- Additional out of scope elements may be identified during subsequent phases.

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Schedule 3 – Sample Consultant Agreement

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AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this the ____ day of April, 2015,

BETWEEN: **HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as represented by the Minister of Environment and Conservation
(“the Client”)

AND: **VENDOR**, a body corporate, and having its registered office in the City of Guelph, in the Province of Ontario

(“the Vendor”)

(together, “the Parties”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule F, the following words and phrases shall have the following meanings:

- a. “Contract Documents” shall mean and include:
 - i. This Head Agreement (the “Head Agreement”);
 - ii. Request for Proposal # OCIO.1516.### as Schedule #;
 - iii. Answers to Questions prior to RFP Closing Date as Schedule #;
 - iv. Proposal Submitted by Vendor on October 1, 2014 as Schedule #;
 - v. Vendor Response Best and Final Offers as Schedule #;
 - vi. The Scope of Work attached as Schedule #;
 - vii. The General Terms and Conditions attached as Schedule #;
 - viii. Protocols for Security of Government Information on Information Technology Assets of Vendors attached as Schedule #;
 - ix. Performance attached as Schedule #.
- b. “Representatives” means a director, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Vendor's Work

The Vendor shall do all things necessary to fulfill all of the obligations of the Vendor as set out in the Contract Documents (the "Work"). The Work shall be performed by the Vendor to the satisfaction of the Client.

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire Agreement between the Parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.

IV. Representations and Warranties

The Vendor hereby represents and warrants that every fact stated or represented by the Vendor or its Representatives to the Client in connection with any proposal made by the Vendor in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows:

1. Head Agreement,
2. General Terms and Conditions, Schedule #;
3. Protocols for Security of Government Information on Information Technology Assets of Vendors, Schedule #;
4. Scope of Work, Schedule #;
5. Performance, Schedule #;
6. Request for Proposal #OCIO.1516.###, Schedule #;
7. Proposal Submitted by Vendor on date, Schedule #; and
8. Vendor's Answers to Questions, Schedules # and #.

VI. Start and Completion Date

The Vendor shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date:	Date
Completion Date:	Date

This contract may be renewed in writing by mutual agreement of the Parties not less than 30 days before its expiration. The Contract may be renewed for up to one (#) additional xxxx (#) year period.

VII. Effective Date

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. Paragraph Numbering

In the event that the General Terms and Conditions are modified by Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister,
or authorized designate

Date:

VENDOR

President, Vendor

Date:

SCOPE OF WORK

The Vendor shall complete the Work and/or perform the following services:

1 Introduction

This document outlines an agreement between the Parties, specifically the services and commitments between the two Parties to provide ...

The Vendor shall perform the services described in the Request for Proposal # OCIO.1516.###, attached as Schedule # and the Vendor's Proposal, attached as Schedule #, as modified by this Schedule and by the other Contract Documents.

<< Body of Scope of work >>

End of Schedule E

GENERAL TERMS AND CONDITIONS

Article - 1. Payment	1
Article - 2. Information Supplied by the Client	1
Article - 3. Confidentiality, Materials and Copyright	2
Article - 4. Employees of the Vendor	5
Article - 5. Access to Facilities	6
Article - 6. Records and Audit	6
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Article - 8. Notices	8
Article - 9. Liability	9
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Arbitration.....	10
Article - 12. Laws Governing	10
Article - 13. Conflict of Interest	11
Article - 14. SubVendors	11
Article - 15. General	11

PAYMENT

1.1 Payment General

- (a) The Vendor shall remain obligated to complete the Work notwithstanding the actual costs of the Vendor, whether in respect of professional services or in respect of costs or expenses incurred.
- (b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (c) Payment will be made within 60 calendar days of receipt of a properly documented invoice.
- (d) All invoices shall clearly show the amount of HST billed by the Vendor as a separate item.
- (e) The Vendor shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Vendor as may be reasonably required for the purposes of the Client's internal accounting systems. The Vendor agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (f) The Client shall not be responsible to pay any amounts invoiced by the Vendor which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Vendor is responsible.
- (g) The Vendor shall submit invoices to:
Corporate Financial Services Division
Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

OR
gnlinvoices@gov.nl.ca

INFORMATION SUPPLIED BY THE CLIENT

- 1.2** The Client will furnish to the Vendor all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Vendor shall review the information for accuracy and applicability.
- 1.3** Where discrepancies, omissions or obscurities in the information are evident, the Vendor shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 1.4** For the purposes of this Article “Confidential Information” means:
- (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
 - (b) all information acquired by the Vendor, its employees, servants and/ or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Vendor, its employees, servants and/or agents during the performance of the Services or in any way related thereto;
 - (d) all personal information, as defined under the *Access to Information and Protection of Privacy Act*, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,

- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions

for any individual, which is directly or indirectly, disclosed to or collected by the Vendor, its employees, servants and/or agents during the performance of the Services or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Vendor, its employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Vendor was or thereafter became part of the public domain through no act or omission of the Vendor or its, Representatives; or
 - (ii) is information which the Vendor can show possession of prior to the date of this Agreement and which was received or developed by the Vendor free of obligations of confidentiality to the Client.

1.5 The Vendor shall treat all Confidential Information acquired by the Vendor in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Vendor shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Vendor to provide such notice prior to disclosure, the Vendor shall provide such notice to the Client immediately after the required disclosure.

1.6 The Vendor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

1.7 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Vendor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Vendor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Vendor pursuant to the terms of this Agreement. The Vendor acknowledges that the

Client's right to this information shall at all times be paramount to any rights of the Vendor, at law or in equity, and that the Vendor's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Vendor's possession.

- 1.8** The Vendor shall provide to the Client and solely to the Client within 31 days upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Vendor, its employees, servants and/or agents, and shall provide written certification of the destruction of same to the Client.
- 1.9** The Vendor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Vendor, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Vendor's operation. The Vendor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Vendor, its employees, servants and/or agents.
- 1.10** The Vendor shall ensure that its employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Vendor employs to avoid disclosure or dissemination of the Vendor's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure all employees, servants and/or agents of the Vendor comply with all policies, standards and safeguards established under this Article;
 - (d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
 - (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "G", unless otherwise advised by the Client, and this includes:

- (i) complying with all alterations or updates of Schedule “G” as may be provided to the Vendor from time to time; and
- (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “G” and this Article.

1.11 The Vendor shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “G”.

1.12 The Vendor shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Vendor , including but not limited to data processing files, transmission messages or other Confidential Information by any person or entity which may become known to the Vendor ;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at:
<http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf>

EMPLOYEES OF THE VENDOR

1.13 The Vendor shall provide employees who are competent in their field of specialization. The Client will have the right to have the Vendor remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Vendor fails to remove any unfit person from the Work as requested by the

Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

- 1.14** The Vendor shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

ACCESS TO FACILITIES

- 1.15** The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Vendor to perform the Work during Client office hours.
- 1.16** When using or accessing the premises of the Client, the Vendor and all officers, employees and agents of the Vendor shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

RECORDS AND AUDIT

- 1.17** The Vendor shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 1.18** The Vendor shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

TERMINATION

1.19 Termination for Default

If the Vendor violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the Client shall give the Vendor written notice of such failure or violation. The Vendor will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the Client to the Vendor. The option to terminate shall be at the sole discretion of the Client.

This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the Client.

If any undisputed payment exceeding \$5,000 has not been received by Vendor within 90 days of invoice the Vendor has the option to terminate and the option shall be at the sole discretion of the Vendor.

1.20 Termination for Convenience

The Client may terminate this Agreement at any time in whole or in part by giving no less than thirty (30) days written notice to the Vendor. If this Agreement is so terminated, the Client shall be liable for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. The Vendor will make reasonable efforts to mitigate any and all costs sustained by it as a result of a Termination for Convenience and will provide reasonable written confirmation documenting applicable expenses incurred as a result of the Client's Termination for Convenience. The Vendor cannot terminate this Agreement from 1 January to 31 October, inclusive, in any year that the Agreement is in force.

1.21 Termination for Bankruptcy

Each Party may terminate this Agreement upon written notice to the other Party, in the event the other Party is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such Party and such proceedings are not removed within 60 days.

1.22 Termination Procedure/Assistance

Upon termination of this Agreement whether by expiration of its term or by reason of default of a Party, the Vendor will return any assets owned by the Client. The Client shall return the software and all materials and manuals and any copies of them to the Vendor and shall certify, under the hand of authorized officer of the Client, that the original and all copies of software in computer memory have been destroyed, and that no copies of any part of software, in any form, remain in the possession or control of the Client.

Notwithstanding sections 7.1, 7.2, and 7.3, either of the Parties may, between 31 October and 1 January, by way of 30 (thirty) calendar days written notice to the other, terminate this Agreement. If either Party provides notice under this section, the Parties shall use best efforts to make alternative arrangements for the transition of programs and services.

After receipt of a notice of termination, and except as otherwise directed by the Client, the Vendor shall:

- Stop work under this Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

- Take such action as may be necessary, or as the Client's Agreement administrator may direct, for the protection and preservation of the property related to this Agreement which is owned by the Client and in the possession of the Vendor.
- Transfer all data owned by the Client to the Client within thirty (30) calendar days of the termination date. This will include all Client customer data; and all data related to campsite reservations and transactions for reservations made at Client's Provincial Parks. The Vendor will provide all Client data in a format specified by the Client.
- The Vendor shall certify, within thirty one (31) calendar days of the termination date, under the hand of the authorized officer of the Vendor, that all data owned by the Client including all Client customer data and all data related to campsite reservations and transactions for reservations made at the Client's Provincial Parks has been returned to the Client.
- The Vendor shall provide written certification of the return to the Client of all customer confidential information gathered under this Agreement, as well as written confirmation that the same customer confidential information has been removed from the Vendor's records.

1.23 Force Majeure

Any delay or failure by either party to perform pursuant to this Agreement will be excused if and only to the extent that such delays or failures are caused by occurrences beyond such party's reasonable control, including acts of God, decrees or restraints of governments, strikes or other labour disturbances, war, sabotage, and any other cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such party; provided that the party seeking to excuse its performance shall promptly notify the other party of the impeding cause thereof, such performance shall be so excused during the inability of the party to perform but for no longer period, and the impeding cause will be remedied so far as possible with all reasonable dispatch. Notwithstanding the foregoing, if such a condition continues for a period of one hundred and eighty (180) consecutive days then either party may terminate this Agreement.

NOTICES

- 1.24** All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

For the Vendor:

- 1.25** Notices, requests or documents shall be deemed to have been received by the addressee as follows:
- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
 - (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
 - (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

LIABILITY

- 1.26** The Vendor agrees that in performance of the Work neither the Vendor nor any Vendor's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 1.27** The Client shall not be liable for, and the Vendor shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Vendor or the Vendor's Representatives.
- 1.28** The Vendor shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Vendor.

COMPLIANCE WITH LAW

- 1.29** In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Vendor shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 1.30** The Vendor shall ensure that the Vendor and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Vendor or the Vendor's Representatives in the performance of the Work.

ARBITRATION

- 1.31** In the case of a dispute arising between the Client and the Vendor as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both Parties having knowledge and notice of the dispute and be reduced to writing.
- 1.32** In the case of a dispute arising between the Client and the Vendor as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL990 cA-14, including such provisions for the appointment of arbitrators.

LAWS GOVERNING

- 1.33** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

CONFLICT OF INTEREST

- 1.34** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 1.35** The Vendor and the Vendor's Representatives:
- (a) shall conduct all duties related to this Agreement with impartiality;
 - (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
 - (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

SUBCONTRACTORS

- 1.36** The Vendor shall not subcontract all or a portion of the Work without the prior written approval of the Client.
- 1.37** The entry into any subcontract shall not relieve the Vendor of any of its obligations under the terms of this Agreement.

GENERAL

- (a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- (b) Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against.
- (c) Time shall be of the essence in this Agreement.
- (d) The failure of the Client to insist upon or enforce in any instance strict performance by the Vendor of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- (e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- (f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (h) The Vendor shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

End of Schedule F

PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION
TECHNOLOGY ASSETS OF VENDORS

The Vendor shall confirm with the Client whether the Vendor will be required to use information technology resources, including computers, of the Client in the conduct of the work under the contract. The following requirements apply where the Vendor will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Vendor's own information technology resources.

1. All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.
2. Unless specifically separately authorized by the Vendor's contract or otherwise, the Vendor is not permitted to attach non-government computers or other information technology systems to any Government network.
3. Vendors are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
4. Vendors are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or "chat" program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
5. The Vendor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Vendor, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Vendor's operation. The Vendor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Vendor, its employees, servants and/or agents.
 - Where a Vendor will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Vendor shall not:
 - Share personal computer drives or folders on a computer accessing the network; or
 - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
 - Where booking information is required to be sent to the Client via email, only required information regarding the booking shall be sent by the Vendor.

- Periodic data transfers to the Client on customer usage of the system shall be encrypted for transmittal to the Client.
- These requirements apply to the Vendor and all agents, employees or permitted sub-Vendors of the Vendor, and it is the responsibility of the Vendor to ensure that all such agents, employees or permitted sub-Vendors are aware of these restrictions and are in compliance herewith.

End of Schedule G



*Schedule 4 – Web Development Standards: Technical Requirements and Specifications
for Websites*

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WEB DEVELOPMENT STANDARDS

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR WEBSITES

Web Development Group
Office of the Chief Information Officer
Solution Delivery Branch

DOCUMENT PURPOSE

This document is a compilation of standards, guidelines, and best practices that are endorsed by the *Office of the Chief Information Officer (OCIO)* for use when developing websites for the *Government of Newfoundland and Labrador*.

All web developers must follow these standards when developing or maintaining websites, including web applications; however, some aspects of web application development may be outside of the scope of this document and may require additional planning and consideration.

Contact the OCIO Web Development Team before starting a new project or website to ensure the proper approvals, procedures, and infrastructure requirements have been accounted for. Web applications should include these standards as part of the System Development Life Cycle (SDLC) process.

Important Note

These standards are a technical requirement for the development of any Government of Newfoundland and Labrador website and should be referenced as such in any Request for Proposal (RFP) containing a web delivery component. Developers and web design agencies should be familiar with these standards before bidding or accepting a contract. In the event that these standards contradict a developer or design agency's existing standards or best practices, these standards will take precedence.

CONTACTING THE OCIO WEB DEVELOPMENT TEAM

The OCIO Web Development team is responsible for developing and maintaining these standards. They must be informed and consulted during the entire web development process. The team will provide quality assurance reviews as necessary.

Inquiries directly to the Web Development Team shall be forwarded to:

SDEA@gov.nl.ca.

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1 HOW TO USE THIS DOCUMENT

This document is intended to be used as a reference while developing websites. It is not intended to be an exhaustive compilation of all standards, guidelines, and best practices. If a reference is not found within this document then the OCIO Web Development team should be contacted to review the standard, guideline, or best practice in question.

This document does not define a complete process. Many other factors will determine how a website is created and delivered to a Government stakeholder. A project manager or other Government representative will need to be engaged to obtain information and approvals, and follow policies and procedures. Other requirements may need to be determined, such as network and server infrastructure, information protection (IP), and security, which are outside of the scope of this document.

2 WEB DEVELOPMENT STANDARDS

2.1.1 Supported Browsers and Devices

Websites are expected to support:

- The current and prior major release of Internet Explorer, Firefox, Chrome, and Safari.
- A single desktop monitor with a minimum resolution of 1024X768.
- A keyboard or similar device for user input. *A pointing device, such as a computer mouse or touchpad, is optional; hence all functionality should be accessible using a keyboard only.*

Use website statistics and user trends (i.e. analytics) to determine the most common browsers, operating systems, screen resolutions, devices, etc. Common browsers and devices should be supported.

Analytics for current Government websites are available upon request.

Support for mobile devices, such as smartphones and tablets, is **recommended**. Standards compliance, responsive design, and feature detection (instead of device detection) should be used to be inclusive of as many devices as possible.

2.2 Domain Names

The *Office of the Chief Information Officer (OCIO)* is responsible for registering and administering domain names for all websites owned by the *Government of Newfoundland and Labrador*.

Domain names should not be purchased or registered online using third-party domain providers.

2.3 Analytics

The *Office of the Chief Information Officer* is responsible for tracking statistics for all websites owned by the *Government of Newfoundland and Labrador*. A tracking code will be provided upon request.

Analytics software or accounts should not be purchased or configured using a third-party service provider.

2.4 Referenced Web Technology Specifications

Technology specifications released by the [World Wide Web Consortium \(W3C\)](#)¹ as a **recommendation** are acceptable for use, taking into consideration:

- 1) Workarounds or other complexities are not needed in order to conform to the specification.
- 2) The specification is relatively current and does not contain elements which are deprecated in a newer specification for the same technology.
- 3) The specification is widely recognized and implemented in the most recent versions of all major browsers.

- 4) A solution is implemented for legacy browsers if the specification is not supported in such browsers.
- 5) A solution is implemented for browsers which do not support CSS and JavaScript or those which have CSS and JavaScript disabled.
- 6) A solution is implemented for accessibility software and devices.

Note: *The proposed solution must follow Enterprise Architecture (EA) and Information Protection (IP) recommendations. A consultation with the appropriate subject matter experts may be required.*

2.4.1 Validation

All markup languages including HTML, XHTML, XML (such as RSS and Atom feeds) as well as CSS must be valid. W3C provides online validator services which can be used to validate markup and CSS:

- [W3C Markup Validation Service](#)²
- [W3C CSS Validation Service](#)³
- [Unicorn – W3C's Unified Validator Service](#)⁴

Note: *Many web development editors and tools have validators built-in therefore it is encouraged to use the most recent versions of development software to ensure your markup is being checked against the most recent W3C standards.*

2.4.2 HTML

[HTML5](#)⁵ is **recommended**. This specification defines an abstract language, as well as, two concrete syntaxes. XHTML is the preferred syntax although HTML is acceptable if the former isn't feasible. The following should be taken into consideration:

- Features which have no support or partial support in current browsers should be avoided.

- Native HTML5 accessibility features which have no support or partial support in current browsers should use WAI-ARIA features. Refer to the [Accessibility](#) section of this document for more information on WAI-ARIA.
- Variations in layout or functionality for legacy browsers which do not support HTML5 should be negligible.
- The website should be thoroughly tested and verified to be working in all supported browsers and devices including those with CSS and Javascript disabled.

[XHTML™ 1.0 The Extensible HyperText Markup Language \(Second Edition\)](#)⁶ or later is **acceptable**. This specification is a reformulation of the HTML 4 specification therefore [HTML 4 Elements](#)⁷ and [HTML 4 Attributes](#)⁸ are applicable. Deprecated elements and attributes should be avoided. This specification is commonly used when a solution is not able to provide legacy browser support if HTML5 was used instead.

Additional Resources:

- [Recommended Doctype Declarations to use in your Web document](#)⁹
- [W3C: HTML5 Frequently Asked Questions \(FAQs\)](#)¹⁰

2.4.3 CSS

Both [CSS Level 3 specifications](#)¹¹ that have been released as W3C recommendations and [Cascading Style Sheets Level 2 Revision 1 \(CSS 2.1\) Specification](#)¹² are **recommended**. The following should be taken into consideration:

- CSS should be implemented in such a way that the website will ‘gracefully degrade’ in the following order: 1) W3C CSS Level 3 features; 2) proprietary browser-specific CSS features; 3) W3C CSS 2.1 features; then 4) default browser styling where CSS is not supported or has been disabled by the user.
- Proprietary browser-specific CSS features that do not mimic W3C CSS Level 3 features or are considered experimental should be avoided.

- Variations in layout or styling for legacy browsers which do not support CSS Level 3 featured should be negligible.
- The website should be thoroughly tested and verified to be working in all supported browsers and devices.

2.4.4 Accessibility

[Web Content Accessibility Guidelines \(WCAG\) 2.0](#)¹³ Conformance Level AA is **recommended**. In addition to conformance level, all other [WCAG 2.0 Conformance Requirements](#)¹⁴ must be met. Conformance claims should follow the [Website Accessibility Conformance Evaluation Methodology \(WCAG-EM\) 1.0](#)¹⁵ or a similar standardized evaluation process.

[Accessible Rich Internet Applications \(WAI-ARIA\) 1.0](#)¹⁶ is **recommended**. This specification should be used for dynamic content and advanced user interface controls developed with Ajax, HTML, JavaScript and related technologies. As well, WAI-AIRA includes features for documents (i.e. webpages) which are useful for defining layouts, structuring content, and creating relationships.

Additional Resources:

- [Web Accessibility Initiative \(WAI\)](#)¹⁷
- [How to Meet WCAG 2.0 \(Checklist and Quick Reference\)](#)¹⁸
- [WAVE Web Accessibility Evaluation Tool](#)¹⁹

2.4.5 Mobile

[Mobile Web Best Practices 1.0](#)²⁰ is **recommended** when creating websites to be accessed via mobile devices.

Additional Resources:

- [Mobile Web @ W3C](#)²¹
- [W3C mobileOK Checker](#)²²

2.5 Government Brand Standards

The Government Brand Signature must be represented on websites owned or sponsored by the *Government of Newfoundland and Labrador*. The [Government Brand Signature](#)²³ website contains all information pertaining to the use of the Government Brand. The [Graphic Standards Manual](#)²⁴ provides all information regarding Brand Signature usage.

The following guidelines are specific to web. They are a supplement to Brand Standards and do not supersede or conflict in any way.

2.5.1 Using the appropriate Brand Signature

The four-colour Brand Signature is always used for digital displays hence it is the correct version to use for web. Depending on the background colour, light backgrounds will use the standard version with blue text, and dark backgrounds will use the reverse version with white text. The stylized Pitcher Plant flower graphic is always full colour. It is important to choose background colours which provide sufficient contrast against all of the colours in the Brand Signature. A minimum contrast ratio of 4.5:1 should be maintained. It is important to ensure that specific colours in the Brand Signature are not lost if placing on a similar color background. The recommended light background colour is white while the recommended dark background colour is the same blue as is used in the Brand Signature text.

The target audience of the website will determine which version of the Brand Signature that should be used. Typically, publicly accessible websites have an international target audience therefore the Brand Signature would include the 'CANADA' subtext. French audiences may use the French version of the Brand Signature. If the website is sponsored by a particular Government department or agency then the Brand Signature may include the department or agency name as subtext. All other instances would use the Brand Signature without subtext. **Never type subtext below the Brand Signature or alter the Brand Signature in any way. The correct image will be provided upon request.**

2.5.2 Using the Brand Signature as a hyperlink

If the Brand Signature is to be used as a hyperlink then it will link to the [Government Home Page](#)²⁵. If the Brand Signature uses a department or agency name as subtext then it will link to that department or agency home page. Under no circumstances should the Brand Signature link to a page or site other than those listed above.

2.5.3 Placement of the Brand Signature

The Brand Signature must adhere to scaling and protection area requirements as outlined in the Government Brand Standards. The Brand Standards use measurements applicable to print although when converted to digital display the minimum width would be no less than 96 pixels wide. The Brand should not be stretched or skewed in any way. To ensure the Brand Signature remains crisp and legible, use image compression and optimization settings that do not distort the image. Compression artifacts should not be visible. High resolution displays may require a higher resolution image.

The Brand Signature should be placed on a solid opaque background color with a negative space of approximately the height of the upper-case “L” in the Brand text.

2.6 Disclaimer/Copyright/Privacy Statement

Websites must reference the [Government Disclaimer/Copyright/Privacy Statement](#)²⁶ on all pages. Typically this is a link placed in the footer of every web page.

2.7 Files

2.7.1 Naming Conventions

Folder and filenames (including web page files, pdf files, and other downloadable application files) should be concise yet descriptive of the file. Typically, the file name would be the same or similar to the document title when applicable. Special characters should not be used and spaces should be replaced with hyphens (-) or underscores (_).

Folder and filenames which are exposed in the website's URL should be understandable and memorable. The entire URL, including the domain name, should be 80 characters or less.

2.7.2 File Structure

Folders or filenames should not be renamed or moved. Create a file structure that allows for expected revisions and additions. Use a permanent URL for the most current version of a document and archive copies using specific version numbers. Notify users if they are not viewing the most recent version.

Note: *Many web server technologies allow the URL to be rewritten or redirected so that the permanent URL is different than the underlying internal file structure. Such technology can be helpful when organizing a file structure.*

For example, "final-document-v1.0.doc" is mapped to "document.doc". An updated document "final-document-v1.1.doc" is added to the site and the remapped to "document.doc". The permanent file name, "document.doc", never changes and always points to the newest version.

2.7.3 File Size

Compression and optimization techniques should be used to keep file sizes small. This includes all files which are delivered to the web browser, such as html/css/scripting files, images, audio and video files, and document/application files (pdf, word, etc.)

2.7.4 Concurrent Connections

The number of concurrent connections that a web browser is required to make should be kept to a minimum. Style and scripting files should be bundled and minified. Image sprites can be used for icons and other common UI elements.

2.8 Layout and Design

When designing your website, make sure the primary content or functionality of the page is prominently displayed and obvious to the user. Content should have strong

contrast from decorative elements and images. A clean, modern, and professional design is preferred. Be selective with modern design trends as they may not be applicable for the purpose or functionality of the website. Design with accessibility and usability in mind.

Do not rely on colour as the only way of distinguishing a feature or for conveying information such as a selected element or emphasized text.

2.9 Images and Graphics

2.9.1 Graphic Formats and Optimization

Graphics Interchange Format (GIF), Joint Photographic Experts Group (JPEG), and Portable Network Graphics (PNF) formats are acceptable for use on websites. Images and graphics should be optimized for web to keep file sizes relatively small; however, apparent image quality should not be affected, details within the image should remain sharp, and no compression artifacts should be visible. Images and graphics should not be distorted or skewed.

Scalable Vector Graphic (SVG) is acceptable as long as an alternative graphic format is used to support legacy browsers.

2.9.2 Copyrighted Images

Copyrighted images or trademarks must be used with the consent of the copyright owner or in accordance with the copyright license.

2.9.3 Alternative Text

Images should always contain alternative text equivalents. The text should describe the image as it is presented visually without adding additional information that cannot be determined in context. Alternative text is associated with an image by using the alt attribute which should always be included. If the image is used for decoration (i.e. purely aesthetic, no information, and no function) then the alt attribute is included and the attribute value is an empty string (i.e. alt="").

2.9.4 Graphical Text

Images of text should be only used for decoration (i.e. purely aesthetic, no information, and no function) or when the visual representation of the text is essential. If images of text are used, the text alternative should contain the same words as in the image.

Examples:

- Logo containing text. The visual representation of the text is essential to the identity of the logo.
- Sample credit card. The visual representation of the text is essential as it accurately depicts what the credit card looks like and how the text should appear.
- Characters used as symbols or icons where the actual text has no meaning towards their purpose such as “B” for bold, “I” for italics, small “A” to decrease font size, large “A” to increase font size, etc. The visual representation of the text is essential as such symbols are common UI elements. Alternative text should be used to describe the actual function.

2.10 Language and Text

2.10.1 Page Title and Language

Page should have a title that is clear and concise yet descriptive of the topic or purpose of the page. Do not use the same title for all pages. A common title, such as the site name, may be appended to the end of the page title.

Set the language of the page using the ‘lang’ attribute for the <html> element.

2.10.2 Plain Language

Know the audience and avoid jargon and technical language where possible. Keep it clear and concise.

2.10.3 Headings

Headings should always be used and be concise yet descriptive of their content block. They should make sense out of context, in other words, heading text has to stand on its

own. As a rule of thumb, they should be 40-60 characters long. Remove leading articles such as “the” and “a”. See [Plain Language](#) above.

It is good practice to use heading levels properly. For example, all sub-sections below <h1> should be <h2>. All sub-sections below <h2> should be <h3>, and so forth. The main content section of a web page should start with heading level 1 <h1>.

2.10.4 Clear Text

Text should be clear and easy to read with good contrast and adequate spacing between lines, paragraphs, and content sections. Lines should not be overly long (80 characters can be used as a rule of thumb). A minimum contrast ratio of 4.5:1 between text and background should be maintained. Do not rely on colour alone as the only way to identify text or indicate an action.

Resource: [WebAIM: Color Contrast Checker](#)²⁷

2.10.5 Font Type and Size

Fonts should be sans-serif with a minimum size of 12pt or 16px. Relative font sizes and measurements should be used. Text can be resized up to 200% without loss of content or functionality.

2.10.6 Text on Images

Whether graphical text is part of an image or text is an overlay on top of an image, the background for the text should be a single opaque colour. A minimum contrast ratio of 4.5:1 should be maintained.

If the text is an overlay, do not rely on the image for the background colour. If images are turned off, this text may not be visible against the page background.

If the text is part of the image, the text alternative should contain the same words as in the image.

The main focal point of the image should not be covered by text or other elements.

2.11 Hyperlinks

2.11.1 Link Appearance

All textual links should be underlined and coloured. If the layout and design clearly indicates an area's function, such as navigation menus or other link list, it's not always necessary to underline the link text. However, links should not rely on colour alone.

Reserve underlining for links only. Do not underline any text that is not a link. Avoid showing text in your chosen link colours or other cues. Links should be obvious and stand out from other text.

2.11.2 Descriptive Link Text

Links should be meaningful so that the purpose of the link can be determined from the link text alone. Do not rely on the context surrounding the link to determine the purpose. Avoid "click here", "read more", etc. If two or more links point to the same web address or the serve the same purpose then the link text should be the same or similar.

Similarly, do not use the same link text for links that point to different web addresses or serve different purposes.

2.11.3 Links within Government

Links to other sites within Government will open in the current browser window.

2.11.4 Links outside Government

For occasions when the hyperlink sends the user to a webpage outside of government, the link will open in a new window. The text "opens in new window" should be included in the link text. An icon may be placed adjacent to the link that denotes the same intention.

2.11.5 Links to Document or Application Files

If a link will open a document format or application that requires a plugin, viewer, or opens in an application other than the browser, the document or application type should

be included in the link text. An icon may be placed adjacent to the link that denotes the same intention. Icons for common file types are available upon request.

The link should open in a new window. Refer to Links outside Government for more information.

File size should be kept to a minimum. The user should be notified if a large file could potentially cause a delayed response or load time. A 10-15 second download delay (low bandwidth) or a file size greater than 200 KB can be used as a rule of thumb. The file size for large files should be included in the link text.

2.12 Forms

2.12.1 Labels and fieldsets

All form fields should use labels. Labels should be related to their control using the “for” attribute. They should be clear, descriptive, and unique. Instructions or hints, such as required, data format, etc., should be including in the label text.

Related form fields should be grouped using fieldsets. Legend text should be clear, descriptive, and unique. If fieldsets are used, labels need only be clear, descriptive, and unique in context with the legend text.

Placeholder text within text input controls should not be used as labels, instructions or hints.

2.12.2 Errors

Errors or suggestions should be automatically detected, the item in error should be identified, and the error or suggestion should be described to the user in text.

Do not rely on colour alone as a means to identify errors.

2.12.3 CAPTCHA

CAPTCHAs (Completely Automated Public Turing test to tell Computers and Humans Apart) are used in forms to make sure that the entity filling out the form is a human being rather than a computer program that was written to submit the form many times.

Avoid using CAPTCHA unless absolutely necessary. If CAPTCHA is necessary then: (1) provide at least two types of CAPTCHA (ex. image, audio); (2) provide contact information and allow customer service or technical support to bypass CAPTCHA on behalf of the user; (3) do not use CAPTCHA if a user is already logged in. [Note on CAPTCHA](#)²⁸.

2.13 Tables

Tables should only be used to display tabular data rather than as a layout tool. When using a table to display tabular data, table headers should be used to associate the data with the column and/or row titles.

A table summary should be used to describe the table structure and its purpose. A table caption may be used in conjunction with summary.

3 EXCEPTIONS AND DEVIATIONS

If, for any reason, the requirements or recommendations described in this document are not feasible for the website in question then:

- 1) The exceptions or deviations should be documented and approved as acceptable by the stakeholders of the project.
- 2) An alternative means to access the information or services provided by the website is available and support is provided to the user.

Note: *If the alternative is a more traditional means such as printed documents or mail, it should not be considered equivalent. Many of the features and conveniences of web technologies cannot be replicated. Ultimately, the goal should be to create an efficient, usable website that is accessible to everyone.*

¹ World Wide Web Consortium (W3C) - <http://www.w3.org/>

² W3C Markup Validation Service - <http://validator.w3.org/>

³ W3C CSS Validation Service - <http://jigsaw.w3.org/css-validator/>

⁴ Unicorn – W3C’s Unified Validator Service - <http://validator.w3.org/unicorn/>

⁵ HTML5 - <http://www.w3.org/TR/html5/>

⁶ XHTML™ 1.0 The Extensible HyperText Markup Language (Second Edition) - <http://www.w3.org/TR/xhtml1/>

⁷ HTML 4 Elements - <http://www.w3.org/TR/html4/index/elements.html>

⁸ HTML 4 Attributes - <http://www.w3.org/TR/html4/index/attributes.html>

⁹ Recommended Doctype Declarations to use in your Web document - <http://www.w3.org/QA/2002/04/valid-dtd-list.html>

¹⁰ W3C: HTML5 Frequently Asked Questions (FAQs) - <http://www.w3.org/html/wiki/FAQs>

¹¹ CSS Level 3 specifications - <http://www.w3.org/Style/CSS/current-work>

¹² Cascading Style Sheets Level 2 Revision 1 (CSS 2.1) Specification - <http://www.w3.org/TR/CSS2/>

¹³ Web Content Accessibility Guidelines (WCAG) 2.0 - <http://www.w3.org/TR/WCAG20/>

¹⁴ WCAG 2.0 Conformance Requirements - <http://www.w3.org/TR/WCAG20/#conformance-reqs>

¹⁵ Website Accessibility Conformance Evaluation Methodology (WCAG-EM) 1.0 - <http://www.w3.org/TR/WCAG-EM/>

¹⁶ Accessible Rich Internet Applications (WAI-ARIA) 1.0 - <http://www.w3.org/TR/wai-aria/>

¹⁷ Web Accessibility Initiative (WAI) - <http://www.w3.org/WAI/>

¹⁸ How to Meet WCAG 2.0 (Checklist and Quick Reference) - <http://www.w3.org/WAI/WCAG20/quickref/>

¹⁹ WAVE Web Accessibility Evaluation Tool - <http://wave.webaim.org/>

²⁰ Mobile Web Best Practices 1.0 - <http://www.w3.org/TR/mobile-bp/>

²¹ Mobile Web @ W3C - <http://www.w3.org/Mobile/>

²² W3C mobileOK Checker - <http://validator.w3.org/mobile/>

²³ Government Brand Signature - <http://gov.nl.ca/brand/>

²⁴ Graphic Standards Manual - <http://www.gov.nl.ca/brand/GSM%20Brand%20Standards.pdf>

²⁵ Government Home Page - <http://www.gov.nl.ca/>

²⁶ Government Disclaimer/Copyright/Privacy Statement - <http://gov.nl.ca/disclaimer/>

²⁷ WebAIM: Color Contrast Checker - <http://webaim.org/resources/contrastchecker/>

²⁸ Note on CAPTCHA - <http://www.w3.org/TR/UNDERSTANDING-WCAG20/text-equiv-all.html>