



REQUEST FOR PROPOSAL – COVER SHEET	
TITLE: Web-Based Online Labelling Tool (OLT)	
RFP #: K0592	
DATED: December 13, 2013	
Contracting Officer: Michel Larivière	Telephone: 613-773-7559 Facsimile: 613-773-7615
ADDRESS FOR PROPOSAL DELIVERY: Proposals are to be sent via email at: michelr.lariviere@inspection.gc.ca	
Solicitation closes at: 13:00 hours local time (Ottawa, Ontario) on December 23, 2013	
<p>The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Annex A-Terms of reference. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.</p> <p>Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.</p>	
<p>This Request For Proposal consists of the following:</p> <ul style="list-style-type: none"> i. This cover page; ii. Section: 1 RFP Terms and Conditions; iii. Section: 2 Selection Methodology; iv. Section: 3 Financial Proposal; v. Section: 4 Contract Terms and Conditions. vi. Annex A Terms of Reference 	
Contracting Authority:	
_____	_____
Signature	Date
Name and address of the Bidder	
Telephone number:	Fax number:
<p>Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.</p>	
_____	_____
Signature	Date



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Section 1

RFP TERMS AND CONDITIONS

1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to seek proposals for services related to **the production of an interactive, multimedia web-based public educational tool regarding food labelling.**

2.0 REVISION OF THE DEPARTMENTAL NAME

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), to the Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

3.0 PROPOSALS DELIVERY INSTRUCTIONS

Proposals must be submitted by email.

The proposals **must be received by the time and date indicated** on the cover page.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted.

4.0 BID FORMAT

Proposals submitted in response to this RFP must be accompanied with a signed bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.

5.0 LOWEST BID

The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.

6.0 VALIDITY OF BID

Bids will remain open for acceptance for a period of not less than **90** days from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.

7.0 LANGUAGE

Bid documents and supporting information may be submitted in either English or French.

8.0 APPLICABLE LAW

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.



10.0 PROPOSAL PREPARATION INSTRUCTIONS

It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage.

10.1 PREPARATION OF TECHNICAL PROPOSAL

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology.

10.2 PREPARATION OF FINANCIAL PROPOSAL

This section of the proposal shall include a cost summary of the services required as detailed in section 3. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 ENQUIRIES – SOLICITATION STAGE

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

Enquiries must be sent by email.

Enquiries must be received prior to 15:00 hours, Ottawa time, and **five (5) days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency
Procurement and Contracting Service Centre
59 Camelot Drive
Ottawa, Ontario K2E 1B9

Attention: Michel Lariviere
Telephone: 613-773-7559
Fax: 613-773-7615
E-Mail: michelr.lariviere@inspection.gc.ca

13.0 PROPOSAL AND PRE-AWARD COST

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

No cost incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.



14.0 PROCUREMENT BUSINESS NUMBER

For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada revenue Agency Business Number.

All Canadian suppliers are required to have a PBN prior to contract award in order to receive a CFIA contract. In exceptional circumstances, CFIA may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.

Suppliers may register for a PBN in the Supplier Registration Information (SRI) service online at the Contracts Canada internet site at: <https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFiZjYyZWdpc3Rleic5pbmRybyZpZD03>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, contact the Contracts Canada Info Line at 1-800-811-1148.

15.0 PRICE SUPPORT

The CFIA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, as determined by CFIA at the time of the request:

- a) Current published price list;
- b) paid invoices for like items (like quality and quantity) sold to other customers;
- c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

16.0 RIGHTS OF THE CFIA-ACIA

16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:

- a) Without any cost to CFIA, submit questions or conduct interviews to seek clarification or verify any or all information provided by the Bidder with respect to the RFP. The CFIA will provide 48 hours to allow Bidders to respond.
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with one or more Bidders or any or all aspects of its proposal;
- d) Accept any proposal in whole or in part without prior negotiation;
- e) Cancel and/or re-issue this RFP at any time;
- f) Award one or more contracts, if applicable;
- g) Retain all proposals submitted in response to this RFP;
- h) Not accept any deviations from the stated terms and conditions;
- i) Incorporate all or any portion of the Terms of Reference, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING RECOURSE IS PRESENT:

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
 - i) The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.



- ii) Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
 - iii) The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
 - iv) The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

17.0 FINANCIAL STATEMENTS

In order to confirm a Bidder's financial capability to perform the subject requirement, the CFIA reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.

Should the Bidder provide the requested information to the CFIA in confidence while indicating that the disclosed information is confidential, then the CFIA will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

18.0 AMENDMENT

No amendments to this RFP shall be deemed valid unless effected by a written amendment issued by the CFIA.

19.0 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work to the fulfillment of this requirement.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from said person (or the employer of said person) to propose the services of said person in relation to the work to be performed in fulfilment of this requirement and to submit said person's resume to the Contracting Authority.

19.1 WORK FORCE REDUCTION PROGRAMS

As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the



Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- b) Terms and conditions of the lump sum payment incentive (including termination date);
- c) Rate of pay on which the lump sum payment was based;
- d) Whether or not the \$5,000 exemption has been reached.

In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after beginning the contract.

This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax and of Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

For the purpose of this solicitation, former public servants are defined as:

- a) An individual
- b) An individual who is incorporated
- c) A partnership made up of former public servants, or
- d) A sole proprietorship or entity where the affected individual has a major interest in the entity.

20.0 CERTIFICATION OF EDUCATION AND EXPERIENCE

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

The Bidder hereby certifies that all of the information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be accurate.

Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described therein.

Should verification by CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from RFP as being in default and terminate it accordingly.

21.0 INDEPENDENT SERVICES

It is understood and agreed that the personnel which will be provided to perform the services set forth in the proposal are and will remain the Bidder's employees or resources providing independent services to the Agency and nothing in this RFP shall be read or construed as constituting such personnel as employees or servants of the Agency.



22.0 SUBSTANTIATION OF ALLEGATIONS

The CFIA reserves the right to ask the Bidder to substantiate any claims made in the proposal.

The CFIA reserves the right to verify any allegations or substantiations and to declare the bid non-responsive for any of the following reasons:

- a) Unverifiable or untrue statements;
- b) Unavailability of any person(s) proposed on whose statement of education and experience the CFIA relied upon in determining the successful bidder.

23.0 SECURITY REQUIREMENTS

There are no security requirements in this RFP

24.0 FEDERAL CONTRACTORS PROGRAM

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the [Government Contracts Regulations](#). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- c. is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the [FCP](#) is available on the HRSDC Web site.



25.0 FORMER PUBLIC SERVANT

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

26.0 SET-ASIDE FOR ABORIGINAL BUSINESS
N/A



Section 2

SELECTION METHODOLOGY - TECHNICAL EVALUATION

1.0 TECHNICAL PROPOSAL

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein.

1.1 MANDATORY CRITERIA:

Proposals will be evaluated in accordance with the mandatory criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria will be excluded from further consideration. Only proposals found to meet the mandatory criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

1.2 POINT RATED EVALUATION CRITERIA:

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (months and years) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

1.3 CERTIFICATIONS:

N/A

1.4 BIDDER CLARIFICATIONS:

The Bidder warrants that clarifications shall be made available upon request within two (2) working days of a request by the CFIA. If the bidder does not provide any required information within the time limit requested, its proposal will be considered non-responsive and will receive no further consideration.

2.0 EVALUATION CRITERIA

Bidders should use the main headings below under the Mandatory Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.



3.0 MANDATORY CRITERIA

The mandatory criteria of this RFP are:

ITEM #	MANDATORY CRITERIA	PROPOSAL PAGE #	FOR CFIA USE ONLY	
			PASS	FAIL
3.1	<p><u>Corporate Profile</u></p> <p>The bidder must provide a corporate profile and it shall include the following information:</p> <ul style="list-style-type: none"> • Legal name of the bidder; • Company overview; • The primary activities of the company; • Brief description of the company size and structure; • Number of years in business; and • List of major clients. 			
3.2	<p><u>Corporate Reference Projects</u></p> <p>The bidder must provide two (2) corporate reference projects which were completed by the firm. Each of the references must be related to Food and/or Public health Safety and be similar to the requirements that are described in Annex “A” – Statement of Work.</p> <p>Each corporate references must include the following information:</p> <ul style="list-style-type: none"> • the project name; • the client organization; • target audience; • project objective; • methodology used for the design project; and • a colour photo or sample of the final product 			
3.3	<p><u>Project Schedule</u></p> <p>The bidder must provide a detailed schedule outlining the tasks/milestones/deliverables for completion of the project as described in Annex “A” – Statement of Work.</p>			
3.4	<p><u>Official Languages</u></p> <p>The Bidder must confirm that it can provide the services and deliverables as described in Annex “A” – Statement of Work in both official languages (English/French).</p>			



4.0 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed below. To be considered compliant, bidders must obtain the required **minimum of 70 percent of the points for each rated criteria**. The rating is performed on a scale of 100 points. Proposals scoring less than 70 percent in one of these criteria will not be given further consideration.

The following scoring grid will be used for the evaluation of the rated criteria. Only the Percentage Factors identified below will be applied. Other factors not mentioned in the grid will not be used.

NOTE: *Percentage factors will be the basis used to allocate points for all rated requirements. The number of points will be calculated depending on the total Percentage Factor value given for each criterion. For example, if 0.85 is given as a Percentage Factor Score on PRI, the points assigned to that specific criteria would be 17 (20 points x 0.85 = 17 points)*

Percentage Factors	Assessment of Criteria
1.00	<p>Excellent</p> <ul style="list-style-type: none"> ➤ All elements present ➤ All elements <u>fully</u> described ➤ Substantial details provided lead to a complete and thorough understanding of the elements
0.85	<p>Very Good</p> <ul style="list-style-type: none"> ➤ All elements present ➤ All elements are <u>very well</u> described ➤ Substantial details provided lead to a <u>very good</u> understanding of the elements
0.70	<p>Good</p> <ul style="list-style-type: none"> ➤ <u>Most</u> elements present ➤ <u>Most</u> elements <u>well</u> described ➤ <u>Details</u> provided lead to a <u>good</u> understanding of the elements
0.50	<p>Fair</p> <ul style="list-style-type: none"> ➤ Most elements present ➤ Most elements <u>are</u> described ➤ Details provided lead to a <u>minimum</u> understanding of the elements
0	<p>Unacceptable</p> <ul style="list-style-type: none"> ➤ <u>Few</u> elements present ➤ <u>Not all</u> elements are described <u>or are poorly</u> described ➤ Details provided <u>do not</u> lead to a minimum understanding of the elements



ITEM #	POINT RATED CRITERIA	Bid page #	Total Min. / Max. Pts	% Factor Score	FOR CFIA USE ONLY
					Points Achieved
PROPOSED APPROACH & METHODOLOGY					
The Bidder must provide a proposed approach and methodology for the design services described in Annex "A" - Statement of Work. The Bidder must outline their approach for the following two criteria:					
4.1	Proposed overall approach to the particular design approach, including research, analysis, information gathering. The approach should be appropriate for the target audience(s) and address the stated objectives as outlined in Annex "A" – Statement of Work. – max 20 points		14/20		___/20
4.2	Understanding the roles and responsibilities of the CFIA as it pertains to the requirement outlined in Annex A – Statement of Work. – max 20 points		14/20		___/20
CORPORATE REFERENCE PROJECTS					
Further to the corporate reference project information provided under the Mandatory Criteria M2 above, each of the corporate project references will be evaluated for ...					
4.3	...their relevancy to the requirements described in Annex "A" - Statement of Work.				
	4.3.1 Reference project 1 – max 5 points		3.5/5		___/5
	4.3.2 Reference project 2 – max 5 points		3.5/5		___/5
4.4	...the ability to convey a complex topic in consumer friendly, factual and/or education format.				
	4.4.1 Reference project 1 – max 5 points		3.5/5		___/5
	4.4.2 Reference project 2 – max 5 points		3.5/5		___/5
4.5	...that the approach was suitable for the target audience and objectives.				
	4.5.1 Reference project 1 – max 5 points		3.5/5		___/5
	4.5.2 Reference project 2 – max 5 points		3.5/5		___/5
4.6	...for the creativity, overall quality and visual appeal of the final product.				
	4.6.1 Reference project 1 – max 5 points		3.5/5		___/5
	4.6.2 Reference project 2 – max 5 points		3.5/5		___/5
GOVERNMENT OF CANADA STANDARDS					
Provide a detailed approach for incorporating the Government of Canada (GoC) standard for ...					
4.7	...Federal Identity Program (FIP)		3.5/5		___/5
4.8	...Common Look and Feel (CLF2.0)		3.5/5		___/5
4.9	...Federal Multiculturalism		3.5/5		___/5
4.10	...Official Languages		3.5/5		___/5
TOTAL MINIMUM/MAXIMUM POINTS			70/100		
TOTAL POINTS ACHIEVED					_____/100



5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory criteria of this RFP; and
- b) Obtain a minimum pass mark of 70% for each point rated evaluation criteria.

The contract will be awarded to the bidder with the **lowest price-per-point**. With this selection method, the total proposal price is divided by the corresponding total points achieved by the bidder under section 4.0 Point Rated Evaluation Criteria above, to determine each bidder's price-per-point. The compliant proposal with the lowest price-per-point will be recommended for the contract.



Section 3

FINANCIAL PROPOSAL

1.0 FINANCIAL PROPOSAL

For this RFP, the Bidder must submit a financial proposal with a **firm price** to perform the work described in Annex “A” – Statement of Work herein, GST/HST extra if applicable.

Proposals will be assessed on an FOB destination basis.

Initial Contract Period (From Contract Award to March 21, 2014)	Total all-inclusive price
Food Labelling interactive, multimedia web-based public educational tool	

2.0 TERMS OF PAYMENT

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

3.0 BASIS OF PAYMENT

CFIA will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract:

Schedule of Milestones

Milestone No.	Description	% of the Firm Amount due per milestone
1	Initial storyboard concepts	15 %
2	Review and finalization of storyboard concepts	15 %
3	1st draft of multi-media adaption of storyboard concepts	20 %
4	Review and finalization of multi-media adaption	25 %
5	Delivery and acceptance of final product	25 %



Section 4

CFIA CONTRACT TERMS AND CONDITIONS

EXAMPLE CONTRACT ONLY

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

1. DEFINITIONS

For the sole purpose of this Service Contract the parties agree that:

“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

2. AGREEMENT

- 2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:
 - 2.1.1 These Articles of Agreement;
 - 2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;
 - 2.1.3 The document attached hereto as Appendix “A” and entitled “Terms Of Reference”;
 - 2.1.4 The request for proposal, where applicable; and
 - 2.1.5 The Contractor’s Proposal dated <date> and attached hereto as **Appendix “B”**.
- 2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.
- 2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: [SACC \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual).
- 2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.
- 2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.



3. CFIA REPRESENTATIVES

3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:

<contracting authority> <phone #> or such other person as may be designated by the CFIA.

3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix "A" of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>, or such other person as may be designated by the CFIA (TBD at contract award)

4. CONTRACTOR REPRESENTATIVES

For the purposes of this Service Contract, the Contractor shall have the work carried out by <name of person to carry out the Terms of Reference> under the direction and control of <if applicable>.

5. LEGAL JURISDICTION

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario, Canada

6. TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the date of contract award.

6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the **21st day of March 2014.**

7. CONTRACT AMOUNT AND TERMS OF PAYMENT

7.1 Basis of Payment - Firm Price

Subject to the terms and conditions of this Service Contract and in consideration for the satisfactory performance of the Work, the CFIA shall pay to the Contractor the firm amount not in any circumstances to exceed \$<amount in numbers> plus applicable taxes.



7.2 Method of Payment

Payment by CFIA shall be made as follows:

Invoicing to be paid as per completion of each scheduled milestone for actual time spent in the performance of the Work as set out in Annex "A" – Statement of Work.

Schedule of Milestones

Milestone No.	Description	% of the Firm amount due per milestone
1	Initial storyboard concepts	15%
2	Review and finalization of storyboard concepts	15%
3	1st draft of multi-media adaption of storyboard concepts	20%
4	Review and finalization of multi-media adaption	25 %
5	Delivery and acceptance of final product	25 %

7.3 Invoicing Instructions

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA
<Address>

Attention of: <project authority>

7.4 Income Tax Act

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip. Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

- 7.4.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal;
- 7.4.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company;
- 7.4.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;



7.4.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

7.5 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

7.6 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

7.7 Financial Administration Act

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

7.8 GST/HST

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the Province in which the taxable goods and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

7.9 CFIA's Liability

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

7.10 Price Certification

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.



- 7.10.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.
- 7.10.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.

8. OWNERSHIP OF COPYRIGHT AND INVENTIONS

- 8.1 All intellectual property, intellectual property rights or other similar property or property rights, in whatever format produced by the Contractor or Contractor representatives in the performance of the Work, hereinafter "Intellectual Property", shall vest in and remains the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA. For greater clarity, all prototypes, including but not limited to those subject to intellectual property protection, and inventions produced, developed or first reduced to practice by the Contractor or Contractor representatives in the performance of the Work shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA.
 - 8.1.1 The Contractor shall notify the CFIA in writing of any intellectual property, shall provide full details of the intellectual property and shall account fully to the CFIA in respect of the intellectual property. The Contractor or the Contractor representatives shall have no right or rights in the Intellectual Property except as expressly provided for in this Service Contract. Neither the Contractor nor the Contractor representatives shall divulge or such Intellectual Property other than as required in the performance of the Work under this Service Contract.
 - 8.1.2 The Contractor shall assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and this Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to the Contractor.
 - 8.1.3 The Contractor shall ensure that the Contractor representatives assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and the Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to Contractor or to the Contractor representatives.
- 8.2 All Intellectual Property subject to copyright shall bear the following copyright notice once their use is approved by the CFIA:

**© 2013 Her Majesty in Right of Canada (Canadian Food Inspection Agency).
All rights reserved. Use without permission is prohibited.**

9. DISPUTE RESOLUTION

- (a) The parties shall first attempt to resolve disputes arising in connection with this Service Contract through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of thirty (30) working days unless resolved earlier. The parties may agree to an extension of the (30) working day period upon agreement in writing by each party.



- (b) All disputes, questions or differences arising in connection with this Service Contract which cannot be resolved by the parties as set out in section 9(a) shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least twenty (20) days unless resolved earlier. The parties may agree to an extension of this twenty (20) day period upon agreement in writing by each party.
- (c) All disputes, questions or differences arising in connection with this Service Contract, which the parties cannot resolve themselves through direct negotiations or the Appropriate Dispute Resolution efforts discussed in paragraph 9(b), shall be finally settled by binding arbitration.
- (d) The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
- (e) The arbitration shall be in accordance with the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55 and shall take place in Ottawa, Ontario.
- (f) The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (g) This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this Article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

10. HEALTH AND SAFETY

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.

11. SECURITY

There is no security requirement for this contract.



ANNEX "A"

STATEMENT OF WORK

Title

Web-Based Online Labelling Tool (OLT)

Objective

The Canadian Food Inspection Agency (CFIA) requires services for the production of an interactive, multimedia web-based public educational tool regarding food labelling. This tool is one part of the larger Online Labelling Tool (OLT) project. The objectives of this multi-media tool are:

- To provide audiences -- specifically consumers, educators, media and parliamentarians -- with relevant, easy-to-understand information in multiple formats on roles and responsibilities for food labelling related activities.
- To improve consumers' understanding of the key elements of a food label, how to use and understand the information, and what to do about labelling concerns.

This multimedia product must also emphasize that producing compliant food labels is the responsibility of industry and that the CFIA assesses if industry is in compliance with federal requirements and takes enforcement action when warranted.

All final products must be delivered to the CFIA by **March 21, 2014**.

Background

Labelling requirements are currently on the CFIA's website, but can be challenging to navigate, understand and apply. The CFIA answers inquiries and responds to clarification requests from consumers, industry and other stakeholders. These requests could be reduced if food labelling requirements were clearer and easier to understand to industry and consumers.

To respond to this issue, the 2012 Budget Plan announced that the CFIA would introduce a web-based Online Labelling Tool (OLT). The OLT will be comprised of two sections: industry and consumer.

The first section of the OLT will help industry develop compliant labels for the products they sell. The industry section will provide a comprehensive source of information on food labelling requirements with a self-assessment function. This tool may also be used by consumers to learn more about labelling and the rules that industry is required to follow, and by inspectors when conducting inspections. The tool will help promote compliance by guiding users through the labelling requirements.

The industry section of the tool will consist of consolidating approximately 500 pages of content on labelling requirements in one place and making the labelling information more accessible to industry and consumers.

The second section of the OLT project will include an updated consumer landing page and multimedia tool that will be targeted specifically at consumers. This page will include information on:

- What do consumers need to know about food labelling?
- How to read and understand a food label



- The roles of consumers and industry
- The role of the CFIA
- An overview of the regulations that industry needs to follow
- Links to partner information.

Target Audience

- Canadian consumers
- Educators and health professionals (e.g. dietitians)
- Media (mainstream)
- Members of Parliament
- Food industry
- Other stakeholders

Key messages

The messages in the animation must echo the themes on the food labelling consumer pages:

- Food labels in Canada are required to provide the following information:
 - the net quantity of the food
 - the product common name (identity of the product)
 - the name and place of business of party responsible for the product
 - a list of ingredients, including allergen labelling
 - a nutrition facts table
 - a durable life date (best before date) if the product has a durable life of less than 90 days.
- The above information must be in both official languages. The net quantity and common name must be shown on the front of the package (the principal display panel). Labelling information must be legible and readily discernible, meaning it cannot be obscured.
- Some additional information may also be required, depending on the type of product and its composition. For example, dairy products are required to declare the percentage of milk fat.
- There are also requirements surrounding any information that industry provides voluntarily, such as claims about a food's composition, nutritional value, quality, or production methods. These claims must be truthful and not mislead the public.
- The above requirements allow consumers to make informed choices about the foods they buy. (This would be expanded in the “how to use and understand food labelling” section).
- Health Canada sets requirements for health and safety labelling such as nutrition labelling, nutrient content claims and allergen labelling.
- CFIA sets requirements for non-health and safety labelling such as durable life dates, net quantity, common name and non-health and safety claims such as organic, quality, and composition claims.



- It is industry's responsibility to ensure the products they sell meet federal food regulations, including those for food labelling. [These are found in several sets of regulations – can link to these if useful].
- CFIA promotes compliance with and enforces all of the above federal food labelling requirements. CFIA's verification activities are carried out in many ways, including through investigations into complaints, facility inspections, inspections at the retail level and laboratory testing of products.
- Consumers can help protect themselves by understanding the key elements of a food label, and industry and government roles and responsibilities.
- Consumers are encouraged to contact companies directly through phone numbers and websites listed on labels for any specific information they would like to know about the food (e.g. the origin of the ingredients or the method of production), as well as for any quality related concerns such as a product's freshness or the amount of a premium ingredient it contains.
- Consumers with concerns about potential food labelling violations can contact the CFIA via our website or by calling 1-800-442-2342. The CFIA follows up on all complaints.
- It is important to note that most food labelling infractions are not food safety concerns.

Scope

The CFIA is looking to deliver an interactive, web-based multimedia tool, in both official languages, embedded with text as well as video, still images and/or 2D or 3D animation, where suitable. These tools could be used for educational and CFIA branding purposes.

The look and feel of the multimedia web tool must include consumer-friendly, factual information, presented in a way that highlights the Government of Canada's role in food labelling, as well describing the key elements of a food label, and how consumers should read the label. In addition, it needs to describe what options consumers have when they detect a problem with a label.

This multi-media tool must focus on the following key areas, each of which will contain several, more detailed sub-sections:

- The elements of a food label
- How to use and understand the information on a food label
- The Government of Canada's role in food labelling
- What to do about food labelling concerns

This multi-media tool should consist of a main topic (in this case, food labelling) that is indexed into various subtopics, which then contain another level of detailed subtopics. Where appropriate, these detailed subtopics may link to other pages on the CFIA website for more detailed information.

Where photo or video elements are recommended, the Project Authority will provide the contractor with stock photos or video footage that can be used within the multi-media product, as warranted. The contractor can also seek out additional still images, if warranted, but new video footage will not be shot. Any video must be embedded in the multimedia product, which will be posted to the CFIA's website (external and internal).

The Contractor will adapt storyboards and text content approved by the Project Authority into final versions ready for final web design and programming.



The Contractor shall provide the necessary edits to the rough cuts as instructed by the Project Authority.

The Contractor shall provide a finished product in multiple web-ready versions including Flash Video (FLV) format 16 x 9 widescreen, and HTML 4 (for accessibility requirements) and HTML 5, by March 21, 2014. All content must be provided in both English and French.

Service, Product and Deliverable requirements

The Contractor will provide the following services and deliverables:

- Conduct a preliminary meeting with the Project Authority to review requirements;
 - Review of client information and requirements;
 - Develop and present a work schedule for review and sign-off by the Project Authority;
 - Develop, in collaboration with the Project Authority, a storyboard concept for food labelling - for approval by the Project Authority and will include:
 - content order; and
 - look and feel of proposed design.
- Note:** This will be required two weeks following contract award.
- Work with the Project Authority to develop content suitable for the multi-media concept, based on material supplied, for approval by the Project Authority;
 - Provide consultative services on an as needed basis throughout the process to recommend best practices and answer any questions relating to the development and creation of the multimedia tool;
 - Adapt the approved storyboards and content into final versions ready for final web design and programming and will include:
 - Content development;
 - Content refinement; and
 - Translation.
 - Develop in collaboration with the Project Authority a production schedule for the project;
 - Provide multimedia and audio-visual production services to design and produce a web-based multi-media tool which will include the following:
 - Develop final versions of storyboards and content ready for final design and Flash development/implementation;
 - Develop voiceovers if required; and
 - Develop secondary version of content that complies with Web Content Accessibility Guidelines.
 - Deliver final production of the multi-media products, on a flash drive with all digital files, in both English and French, in the formats indicated herein, by **March 21, 2014**; and
 - Develop and deliver both final multi-media projects, in both English and French, in HTML format, by **March 21, 2014**.

Note: Completed products must comply with Web Content Accessibility Guidelines (AA level) and the Government of Canada standards for:

Web Accessibility <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>

Web Usability <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>

Web Interoperability <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875>



Development must make use of the HTML5 and Accessible Rich Internet Applications (WAI-ARIA) tools and guides developed for the latest release of the Web Experience Toolkit - <http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wet-boew/index-eng.asp>

In addition, the completed product must be fully accessible to all users but where appropriate and required, a text-based alternative version will be provided.

It is imperative that the Contractor work closely in consultation with the Project Authority throughout the Project to ensure effective and efficient delivery of each stage of the work. Frequent communication by phone, fax, email, or other remote forms of correspondence will prevent unnecessary surprises and misunderstandings, thereby avoiding unnecessary project delays and redundancy of effort. The Contractor and Project Authority will also meet in person, at least once per week. The Contractor will be responsible for determining the Schedule of Work, which must have the Project Authority's approval prior to commencement of work.

Inspections and Acceptance Milestones

Approvals by the Project Authority will be required at the following production stages for both language versions of the production, prior to the Contractor proceeding to the next stage:

Milestone 1

- 1.1 Multimedia storyboards – including overall look of interactive module, layout and web design storyboards for each multimedia module (English and French).

Milestone 2

- 1.2 Review and finalization/production schedule.

Milestone 3

- 1.3 Content in French and English in electronic format (drafts and final).
- 1.4 Selection of imported and existing stock footage (photo or video).
- 1.5 Selection or development of all visual insert material, including computer animation and generated graphics, titles and credits.
- 1.6 Selection of narrators (English and French), if required for video segments.
- 1.7 Interactive module (including programming and embedded video).

Milestone 4

- 1.8 Off-line FTP English and French draft versions for approval.

Milestone 5

- 1.9 Delivery by **March 21, 2014** of client approved multi media.