



RETURN BIDS TO:
Canadian Nuclear Safety Commission (CNSC)

Ground floor reception / Security

Attention:
Nathalie Arbour
280 Slater Street
Ottawa, Ontario
K1P 5S9
Canada

Bid solicitation

Proposal to: Canadian Nuclear Safety Commission (CNSC)

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

Instructions: See herein

Supplier name and address:

Issuing office:
Canadian Nuclear Safety Commission (CNSC)

Buyandsell.gc.ca/tenders is the official site for the CNSC to meet its trade agreement obligations and the authoritative source for Government of Canada tenders.

Title: Webcasting Services for the Canadian Nuclear Safety Commission Proceedings	
Solicitation no.: 87055-13-0389	Date: February 14, 2014
File No. – N° de dossier: 87055-13-0389	
Solicitation closes: At 2:00 p.m. / 14 h March 28, 2014	Time zone: Daylight Savings Time (DST)
Address inquiries to: <i>Nathalie Arbour, Contracting Officer</i>	
Telephone: 613-996-6767	Fax: 613-995-5086
Email: nathalie.arbour@cnsccsn.gc.ca	
Destination: See herein	

Delivery required:	Delivered offered:
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date



BID SOLICITATION

FOR THE PROVISION OF

Webcasting Services

For the Canadian Nuclear Safety Commission

Proceedings



TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Inquiries – Bid Solicitation
4. Applicable Laws

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Attachment 1 to Part 3 (Pricing Schedule)

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

Attachment 1 to Part 4 (Mandatory Technical Criteria and Point-Rated Technical Criteria)

PART 5 – CERTIFICATIONS

1. Certifications Required with the Bid



PART 6 – RESULTING CONTRACT CLAUSES

- 1.0 Security Requirement
- 2.0 Statement of Work
- 3.0 Standard Clauses and Conditions
- 4.0 Term of Contract
- 5.0 Authorities
- 6.0 Payment
- 7.0 Invoicing Instructions
- 8.0 Certifications
- 9.0 Applicable Laws
- 10.0 Priority of Documents
- 11.0 Third-Party Information
- 12.0 Disclosure or transmittal of personal information for purposes of Web analytics
- 13.0 Proactive Disclosure of Contracts with Former Public Servants
- 14.0 Dispute Resolution
- 15.0 SACC Manual Clauses

Annexes:

- Annex "A" Statement of Work
- Annex "B" Basis of Payment



PART 1 – GENERAL INFORMATION

It is understood that the procurement of services for the Canadian Nuclear Safety Commission (CNSC) falls under the provisions of the *Nuclear Safety and Control Act*, S.C. 1997, c. 9.

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The work to be performed is detailed in Annex “A” attached to this contract.

3. Debriefings

After a contract is awarded, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the contracting authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions (A0000T – 2012-07-16 – modified)

- 1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 1.2 Annexes “A” and “B” form part of the legally binding agreement between the parties.
- 1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 1.4 Standard Instructions – Goods or Services – Competitive Requirements (2006) (2013-06-01) are incorporated by reference into and form part of the bid solicitation. The following changes are made:
 - a) Replace references to “Canada” and “Public Works and Government Services Canada” (or “PWGSC”) with “Canadian Nuclear Safety Commission” (CNSC).
 - b) Delete subsections 4 and 5 of section 01: Code of Conduct and Certifications – Bid.
 - c) Delete section 02 in its entirety.
 - d) Revise subsection 2d of section 5, Submission of Bids, to read:

“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.
 - e) Delete subsection 1. of section 8, Transmission by Facsimile, in its entirety.
 - f) Delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:

Bidders are advised that the CNSC reserves the right to consider, as part of its evaluation, any unsatisfactory performance in a previous or current project performed by the bidder, proposed subcontractor or individual proposed resource either on contract or under previous CNSC employment.

Additionally, bidders shall take note that once awarded, the performance of the Contractor during and upon completion of the work shall be evaluated by the CNSC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the Contractor's performance be considered unsatisfactory, the Contractor may be declared ineligible for future CNSC contracts.

- g) Add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work

- i. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make



recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.

- ii. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

h) Delete subsection 2 of section 20, Further Information, in its entirety.

2. Submission of Bids

Bids must be submitted only to the Canadian Nuclear Safety Commission (CNSC) by the date, time and place indicated on page 1 of the bid solicitation.

3. Inquiries – Bid Solicitation

- 3.1 All inquiries must be submitted in writing to the contracting authority no later than 10 calendar days before the bid closing date. Inquiries received after that time may not be answered.
- 3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

4. Applicable Laws

- 4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.
- 1.2 The CNSC requests that bidders provide copies of their bid in separately bound envelopes, as follows:
 - Section I: Technical Bid 4 hard copies and 1 soft copy on a CD
 - Section II: Financial Bid 2 hard copies
 - Section III: Certifications 1 hard copy (certifications should accompany the Financial Bid)
- 1.3 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 1.4 **Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.
- 1.5 The CNSC requests that bidders follow these format instructions in the preparation of their bids:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - b) use a numbering system that corresponds to the bid solicitation
- 1.6 In April 2006, Canada issued the [Policy on Green Procurement](http://tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html), which directed federal departments and agencies to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, bidders should:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and/or containing minimum 30% recycled content.
 - b) use an environmentally preferable format, including black and white printing instead of colour printing, printing double-sided/duplex, and staples or clips instead of cerlox, duotangs or binders.
- 1.7 **Section I: Technical Bid**
 - a) Technical bids should address clearly and in sufficient depth the elements that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate evaluation of bids, the CNSC requests that bidders address and present topics in the order of the evaluation criteria and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
 - b) Technical bids must demonstrate compliance with all mandatory evaluation criteria and must specifically respond to each of the point-rated technical evaluation criteria.
 - c) If a mandatory evaluation criterion is not complied with, the bid will be considered non-responsive and will not receive further consideration. Variations on mandatory criteria will not be accepted.



1.8 Section II: Financial Bid

- a) Bidders must submit their financial bids **in Canadian dollars**, in accordance with the pricing schedule detailed in Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference Annex B, Basis of Payment , when preparing their financial bids.
- b) The financial bid **must** also include costs as follows:
 - i. a detailed cost breakdown, including fees for each resource category
 - ii. an estimate of the general expenses expected to be incurred during the performance of the work, such as equipment, materials and supplies, communication costs, travel costs, and subcontracts.

1.9 Section III: Certifications

Bidders must submit the certifications required under Part 5 of this bid solicitation.



Attachment 1 to Part 3 Pricing Schedule

- 1.0 The Bidder must complete this pricing schedule and include it in its Financial Bid.
- 2.0 Bidders should refer to the Volumetrics section of the Annex "A", Statement of Work and terms of Annex "B" Basis of Payment when completing this pricing schedule.
- 3.0 Any estimated level of services specified in this pricing schedule is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.
- 4.0 No overtime charges will be permitted.
- 5.0 Time charged by the Contractor will be for the hours actually worked.
- 6.0 Mobile Satellite Services to be reimbursed at cost.

Initial Contract Period Contract award to March 31, 2015					
No.	Description	A Proceedings (All-Inclusive Rates)	B Multiplier based on a 2 day (16 hours) Proceeding	C Multiplier based on a 1 week (40 hours) Proceeding	Total Extended Price (B+ C)
Internal Proceedings					
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)	X1	X1	\$
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$



3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
4	Ottawa, Ontario Estimated travel and living expenses (all-inclusive)	\$_____ total estimate for 1 day of proceedings	\$_____ total estimate for 2 days of proceedings	\$_____ total estimate for 1 week of proceedings	
External Proceedings					
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)	X1	X1	\$
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
4	Saskatoon, Saskatchewan Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	
5	Oshawa, Ontario Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	



6	Saint John, New Brunswick. Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	
Total Initial Contract Period Price (Applicable Taxes are extra)					\$

Option Period April 1, 2015 to March 31, 2016					
No.	Description	A Proceedings (All-Inclusive Rates)	B Multiplier based on a 2 day (16 hours) Proceeding	C Multiplier based on a 1 week (40 hours) Proceeding	Total Extended Price (B+ C)
Internal Proceedings					
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)	X1	X1	\$
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
4	Ottawa, Ontario Estimated travel and living expenses (all-inclusive)	\$_____ total estimate for 1 day of proceedings	\$_____ total estimate for 2 days of proceedings	\$_____ total estimate for 1 week of proceedings	



External Proceedings					
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)	X1	X1	\$
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour	X 16 hours \$_____ (A x 16)	X 40 hours \$_____ (A x 40)	\$
4	Saskatoon, Saskatchewan Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	
5	Oshawa, Ontario Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	
6	Saint John, New Brunswick. Estimated travel and living expenses (all-inclusive)	Not Applicable	\$_____ total estimate for 2 day proceeding	\$_____ total estimate for 1 week proceeding	
Total Option Period Price (Applicable Taxes are extra)					\$

Total Bid Evaluation Price (Initial Contract Period Price + Option Period Price) (Applicable Taxes are extra)	\$
---	-----------



Part 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria.
- (b) An evaluation team composed of CNSC representatives will evaluate the bids.

1.1 Technical Evaluation

a) Mandatory technical criteria

Refer to Attachment 1 to Part 4 of this bid solicitation.

b) Point-Rated technical criteria

Refer to Attachment 1 to Part 4 of this bid solicitation. Point-rated technical criteria not addressed in the bid will be given a score of zero.

1.2 Financial Evaluation

- a) Refer to Attachment 1 to Part 3 of this bid solicitation.
- b) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 of this bid solicitation.

1.3 Evaluation of Price (A0220T – 2013-04-25 - modified)

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

2. Basis of Selection

2.1 Basis of Selection – Highest Combined Rating of Technical and Price (A0027T – 2012-07-16)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 86 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 115 points.
- 2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

		Bidder 1	Bidder 2	Bidder 3
Overall technical score		115/135	89/135	92/135
Bid evaluated price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical merit score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined rating		83.84	75.56	80.89
overall rating		1st	3rd	2nd

2.2 One time test of the Highest Ranked Bidders' Webcast System

1. Prior to award of the contract, the Contracting Authority will contact the highest ranked bidder in accordance with the basis of selection stipulated in this bid solicitation to schedule a one time simulated internal webcast test. The one time test must take place within 5 business days notice by the CNSC.
2. The highest ranked bidder must conduct this one time test which must be validated and approved by the CNSC. This one time test is necessary to clearly demonstrate that the bidder's webcast system infrastructure is fully compliant with the requirements contained within the bid solicitation and to be considered completely operational by the CNSC in accordance with the requirements contained within this bid solicitation.
3. This one time test must be performed by the Bidder at no charge to the CNSC.
4. Following the one time test, should the CNSC determine that the highest ranked bidder's webcast system infrastructure is not fully compliant with the requirements contained within this bid solicitation, the highest ranked bidder will be deemed non-responsive and the CNSC will contact the second highest ranked bidder to conduct the one time test on their webcast system. In such a case, the second highest ranked bidder must



comply with this section in conducting this one time test, including the requirement to conduct the test within 5 business days notice by the CNSC.

5. Should the second highest ranked bidder be deemed non-responsive by the CNSC following the one time test, this test will be conducted for the next highest ranked bidder, and so on in accordance with the terms of this section.
6. All bidders that are deemed non-responsive following the one time test will receive written notification documenting the reason their webcast system was deemed non-responsive by the CNSC.

3. Security Requirement

There is no security requirement associated with the requirement.



Attachment 1 to Part 4 Evaluation Procedures

1.0 Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The bidder must address each criterion separately and provide the necessary documentation to support compliance with each criterion.
- 1.2 Any bid that fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration.
- 1.3 **An event is defined as a formal event webcasted for a client that has paid for these services under a contract.**

No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
M1	<p>M1 a) The bidder must demonstrate they have a minimum of 5 years experience supplying, installing, and operating webcast equipment including the provision of the related services.</p> <p>M1 b) The bidder must demonstrate they have a minimum of thirty (30) webcast projects within the last five (5) years that are similar to the ones outlined in the statement of work.</p>		
M2	<p>The bidder must demonstrate that the on-site technical project lead has experience supplying, installing, and operating webcasting equipment including the provision of the services for a minimum of twenty-five (25) projects within the last five (5) years that are similar to the ones outlined in the statement of work.</p>		
M3	<p>The bidder must certify that they will be available to provide webcast services for all internal and external CNSC proceedings that will need to be webcasted during the contract period from any location in Canada.</p>		



<i>M4</i>	<p>The bidder must provide three (3) client/customer references for webcasting services that they provided where the webcast services were similar to the requirements outlined in the statement of work. The client/customer references must be from three (3) different organizations for projects that were held within the last four (4) years.</p> <p>The bidder must also include full name, address, phone number and e-mail of the client/customer for the reference check.</p> <p>The references may be contacted during the bid evaluation process to validate the facts contained within the bid and assess the overall quality and experience of work performed by the bidder for the rated criteria R10.</p>		
<i>M5</i>	<p>The bidder must demonstrate that they have captured and encoded the audio and video of an event into a H.264 webcast format for a minimum of fifteen (15) projects.</p>		
<i>M6</i>	<p>The bidder must provide a list of all necessary hardware, software and accessories including back up equipment that is required to provide all webcast services that are outlined in the Statement of Work.</p>		



The Bidder certifies by written declaration that they meet and will provide all the Mandatory Requirements listed in M7 to M20 inclusive

No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
M7	The bidder must certify that they can and will provide a detailed back-up plan for all webcast services.		
M8	The bidder must certify that they can and will provide a video webcast at 3 different transmission rates (low (100 to 200 Kbps), medium (400 to 600 Kbps) and high (900 Kbps to 1.2 Mbps).		
M9	The bidder must certify that they can and will provide a live webcast solution that has less then 60 seconds delay between the live event and the webcast seen by internet viewers.		
M10	The bidder must certify that they can and will provide webcast services in both official languages of Canada for up to one thousand (1000) simultaneous webcast viewers.		
M11	The bidder must certify that they can and will provide a webcast solution that will work and be compatible on mobile devices (Blackberry OS 6.X and above, iPad/iPhone iOS 6.X and above, Android devices OS 2.3 and above).		
M12	The bidder must certify that they can and will provide a webcast solution that is compatible with the following MS Windows operating systems; Windows XP, Vista, Windows 7, Windows 8 and above, Windows Server 2008 and above. They must also support Apple's operating system OS X version 10.6 and above.		
M13	The bidder must certify that they can and will provide a webcast solution that is compatible with the following browsers: Internet Explorer 7.0 and above, Chrome and Firefox current versions and above as well as Safari 5.0 and above.		



M14	The bidder must certify that they can and will provide an audio only webcast stream. The audio stream must also be compatible and available for mobile devices (Blackberry, iPad/iPhone, Android devices).		
M15	The bidder must certify that they can and will provide a dual stream webcast in order to broadcast the in-room cameras and a presentation side by side. The presentation system must be compatible with PowerPoint 2003 and above.		
M16	The bidder must certify that they can and will host the webcast webpage that will be created by the CNSC.		
M17	The bidder must certify that they can and will provide an edited digital archived version of the webcasts as well as a post mortem report 48 hours after the proceeding has concluded.		
M18	<p>The bidder must certify that they can and will provide the following equipment for Internal and External proceedings:</p> <p>Internal Proceedings:</p> <ul style="list-style-type: none"> • Video Distribution Amplifier (x1) • Encoders to stream live webcast , 1 main encoder and 1 additional backup (x2) • Synchronized slide presentation system (x1) • Digital video recording unit (x1) • Digital audio recorders (x1) <p>Additional equipment for External Proceedings:</p> <ul style="list-style-type: none"> • Video switcher (x1) • Point Tilt Zoom (PTZ) video cameras on tripod stands (x2) • Stationery cameras on tripod stand (x2) • Character Generator text typing software or equivalent (x1) 		



<i>M19</i>	During external proceedings, the bidder must certify that they can and will have the capability of controlling and switching their own in-room cameras.		
<i>M20</i>	The bidder must certify that they can and will provide a webcast using a dedicated satellite service transmission via mobile satellite services (MSS) for the duration of external proceedings when required.		



2.0 Point-Rated Technical Criteria

- 2.1 Any bid which meets all the mandatory technical criteria will be evaluated and scored in accordance with the table below. The Bidder must provide the necessary documentation to demonstrate its qualifications and capabilities in relation to each criterion.
- 2.2 Any bid which fails to obtain the required minimum number of points specified will be declared non-responsive and will receive no further consideration.
- 2.3 **An event is defined as a formal event webcasted for a client that has paid for these services under a contract.**

No.	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max. available points	Min. required points	Bidder's cross-reference to proposal
R1	The bidder to demonstrate they have experience supplying, installing and operating webcasting equipment including the provisions of the related services.	6 to 8 years - 6 points 9 to 10 years - 8 points 11 years or more - 10 points	10		
R2	The bidder to demonstrate that the on-site technical project lead has webcast project experience supplying, installing and operating webcasting equipment including the provisions of the related services. In order to receive points, each webcast project must have been for a minimum duration of 8 hours. If for example, the client's webcast project was for a duration of 3 days for 8 hours per day this would count for only 1 project and not 3 projects.	26 to 35 projects within the last 2 years - 4 points 36 to 46 projects within the last 2 years - 6 points 47 to 55 projects within the last 2 years - 8 points 56 projects or more within the last 2 years - 10 points	10		
R3	The bidder to demonstrate that they have conducted a webcast over mobile satellite services (MSS) for past webcast events or proceedings.	1 to 5 events - 5 points 6 to 9 events - 7 points 10 events or more - 10 points	10		
R4	The bidder to demonstrate that they have conducted webcasts in the two official languages of Canada simultaneously for the same event.	1 to 5 events - 4 points 6 to 9 events - 7 points 10 events or more - 10 points	10		



R5	The bidder to demonstrate that they have conducted webcasts for the federal government of Canada or Crown Corporations.	1 to 10 events – 1 point 11 to 20 events – 5 points 21 events or more – 10 points	10		
R6	The bidder to demonstrate that they have captured, switched and edited an event with multiple cameras.	1 to 10 events - 3 points 11 to 20 events - 7 points 21 to 29 events - 12 points 30 or more events - 15 points	15		
R7	The bidder to demonstrate that they have provided on screen titling software (i.e. using a character generator or equivalent) to identify the on screen participants during live webcasts.	1 to 5 events – 1 points 6 to 9 events – 3 points 10 events or more – 5 points	5		
R8	The bidder to demonstrate that they have captured and encoded the audio and video of an event into a H.264 webcast format.	16 to 25 events – 5 points 26 to 35 events – 10 points 36 to 44 events – 15 points 45 events or more – 20 points	20		
R9	The bidder to demonstrate that they have provided a webcast solution that is compatible and available on mobile devices (Blackberry, iPad/iPhone, Android devices).	1 to 10 events - 3 points 11 to 20 events - 6 points 21 to 29 events - 8 points 30 or more events - 10 points	10		



R10	<p>Reference Checks (per mandatory criteria M4):</p> <p>Client satisfaction with the overall quality and experience of the work performed by the bidder for webcast services.</p> <p>References will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). CNSC will send all e-mail reference check requests to contacts supplied by all the bidders on the same day. CNSC will not award any points unless the response is received from the reference within 3 working days. Wherever information provided by a reference differs from the information supplied by the bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the bidder). Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm's length with the bidder. Crown references will be accepted.</p> <p>If the named individual customer reference is unavailable when required within the 3 working days the bidder must, provide within 24 hours the name and contact information of an alternate reference contact from the same customer. CNSC will not award any points unless the response is received from this alternate contact within 2 working days.</p>	<p>Client Reference #1</p> <p>Satisfied – 5 points Somewhat Satisfied – 2 points Unsatisfied – 0 points</p> <p>Client Reference #2</p> <p>Satisfied – 5 points Somewhat Satisfied – 2 points Unsatisfied – 0 points</p> <p>Client Reference #3</p> <p>Satisfied – 5 points Somewhat Satisfied – 2 points Unsatisfied – 0 points</p>	15	
Total (Minimum of 86 points is required)			115	



PART 5 – CERTIFICATIONS

1. Bidders must provide the required certifications and related documentation to be awarded a contract. The CNSC will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.
2. Compliance with the certifications bidders provide to the CNSC is subject to verification by the CNSC during the bid evaluation period (before award of a contract) and after award of a contract.
3. The contracting authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the contracting authority for additional information will also render the bid non-responsive.

4. Certification Required With the Bid

Bidders must submit the following duly completed certifications with their bids.

4.1 Status and Availability of Resources (A3005T – 2010-08-16)

1. The bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the CNSC representatives and at the time specified in the bid solicitation or agreed to with the CNSC. If for reasons beyond its control, the bidder is unable to provide the services of an individual named in its bid, the bidder may propose a substitute with similar qualifications and experience. The bidder must advise the contracting authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
2. If the bidder has proposed any individual who is not an employee of the bidder, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the work to be performed and to submit his/her résumé to the CNSC. The bidder must, upon request from the contracting authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of his/her availability.

4.2 Education and Experience (A3010T – 2010-08-16)

1. The bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the bidder to be true and accurate.
2. Furthermore, the bidder warrants that every individual proposed by the bidder for the requirement is capable of performing the work described in the resulting contract.



5. Mandatory Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.1 Federal Contractors Program for Employment Equity – Bid Certification

1. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.
2. CNSC will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.2 Former Public Servant Certification (A3025T – 2013-11-06)

1. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, CNSC will inform the Bidder of a time frame within which to provide the information. Failure to comply with CNSC's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2. 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, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S.C, 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.C, 1985, c. C-17, the [Defence Services Pension Continuation Act](#), R.S.C. 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.C, 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S.C, 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S.C, 1985, c. C-8.



Former public servant in receipt of a pension

Is the bidder a FPS in receipt of a pension as defined above? **Yes () No ()**

If so, the bidder must provide the following information:

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

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

Workforce Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? **Yes () No ()**

If so, the bidder must provide the following information:

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

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



Part 6 – RESULTING CONTRACT CLAUSES

It is understood that the procurement of services for the Canadian Nuclear Safety Commission (CNSC) falls under the provisions of the *Nuclear Safety and Control Act*, S.C. 1997, c. 9.

1.0 Security Requirement

There is no security requirement associated with the requirement.

2.0 Statement of Work (B4007C – 2006-06-16)

The Contractor must perform the work in accordance with the statement of work in “Annex A” and the Contractor's technical bid entitled _____, dated _____.

3.0 Standard Clauses and Conditions (A0000C – 2012-07-16 – modified)

1. All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties. The following changes are made:
2. Wherever “Public Works and Government Services Canada” or “Canada” appears in any of the standard clauses or the general or supplemental general conditions, replace with “Canadian Nuclear Safety Commission” (or “CNSC”).
3. The Annexes “A” and “B” form part of the legally binding agreement between the parties.

3.1 General Conditions

1. 2010B (2013-06-27), General Conditions – Professional Services (Medium Complexity) apply to and form part of the contract. The following change is made:
 - a) Replace section 27 with the following:
 - i. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2) the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on Conflict of Interest and Post- Employment*, the *CNSC Values and Ethics Code* or the *CNSC Conflict of Interest and Post-Employment Policy* cannot derive any direct benefit resulting from the contract. Post-employment procedures apply to individuals who have left the public sector.
 - ii. The CNSC Values and Ethics Code and CNSC Conflict of Interest and Post-Employment Policy can be found at nuclearsafety.gc.ca/eng/about/index.cfm
 - b) Replace section 06 (Subcontracts) with the following:
 1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor with the exception of the on-site technical project lead resource and all webcast equipment, unless prior written consent is granted by the Project Authority. The Contractor must obtain the prior consent in writing of the Project Authority for all subcontracts. The Project Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
 2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon the CNSC to a subcontractor.



3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

4.0 Term of Contract

4.1 Period of the Contract (A9022C – 2007-05-25)

The period of the contract is from Contract award to March 31, 2015 inclusive.

4.2 Option to Extend the Contract (A9009C – 2008-12-12)

1. The Contractor grants to the CNSC the irrevocable option to extend the term of the contract by up to one additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the contract, it will be paid in accordance with the applicable provisions as set out in the basis of payment.
2. The CNSC may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the contract. The option may only be exercised by the contracting authority, and will be evidenced, for administrative purposes only, through a contract amendment.

5.0 Authorities

5.1 Contracting Authority

1. The contracting authority for the contract is:

Name: Nathalie Arbour
Title: Contracting Officer
Canadian Nuclear Safety Commission
Corporate Services Branch
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario K1P 5S9
Canada

Telephone: 613-996-6767
Fax: 613-995-5086
Email: nathalie.arbour@cnsccsn.gc.ca

2. The contracting authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the contracting authority. The Contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the contracting authority.



5.2 Project Authority

1. The project authority for the contract is (to be provided at contract award):

Name:

Title:

Organization:

Address:

Telephone:

Fax:

Email:

2. The project authority is the representative of the CNSC and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the project authority; however the project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

5.3 Contractor's Representative

Name:

Title:

Organization:

Address:

Telephone:

Fax:

Email:

6.0 Payment

6.1 Basis of Payment

For the satisfactory performance of the contract, the Contractor shall be paid in accordance with the basis of payment, which is found in Annex "B" attached to this contract.

6.2 Method of Payment – Multiple Payments

The CNSC will pay the Contractor upon completion of each proceeding for the delivery of the services related to each proceeding.

Payment will be in accordance with the payment provisions of the Contract attached as Annex B to this contract, if:

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



6.3 T1204 – Information Reported by Contractor (A9116C – 2007-11-30 - modified)

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information prior to signature of the contract:
 - a. the legal name of the Contractor, i.e. the legal name associated with its business number or social insurance number (SIN), as well as its address and postal code;
 - b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the contract must provide its SIN;
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
3. The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

7.0 Invoicing Instructions

1. Invoices can be emailed to finance@cnsccsn.gc.ca or be mailed to the following address:

Canadian Nuclear Safety Commission
Finance Division
P.O. Box 1046, Station B
Ottawa, ON K1P 5S9
Canada
2. Invoices must be a firm all-inclusive price per proceeding. The all-inclusive per proceeding total amount invoiced must include the total hourly rate for all services and travel costs etc. in accordance with the terms of Annex "B" attached to this contract. The Contractor must provide the CNSC with original receipts for travel related expenses upon request.
3. The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
4. The last and final invoice under the contract shall be clearly marked "final invoice".

8.0 Certifications

8.1 Instructions to Bidders/Contractors (A3015C – 2008-12-12)

Compliance with the certifications provided by the Contractor in its bid is a condition of the contract and subject to verification by the CNSC during the term of the contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the CNSC has the right, pursuant to the default provision of the contract, to terminate the contract for default.



9.0 Applicable Laws

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

10.0 Priority of Documents

The following documents form part of the legally binding agreement between the parties. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement
- (b) the General Conditions 2010B (2013-06-27) – General Conditions – Professional Services (Medium Complexity)
- (c) Annex “A” – Statement of Work
- (d) Annex “B” – Basis of Payment
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11.0 Third-Party Information

1. The Contractor acknowledges that all third-party technical documents supplied for the purpose of this contract belong to the third party. The Contractor shall return these technical documents to the originator upon completion of the contract.
2. The Contractor acknowledges that proprietary third-party technical documents belong to the third party and shall be treated as confidential. No physical copies or digital records of technical documents shall be retained by the Contractor after completion of the contract.
3. Upon completion of the contract, the Contractor shall immediately return all proprietary technical documents to the originator, and shall provide the CNSC with a certificate of a senior officer of the Contractor certifying such return and that no copies of proprietary technical documents, or any part thereof, in any form remain in the possession or control of the Contractor.



12.0 Disclosure or transmittal of personal information for purposes of Web analytics

1. With respect to web analytics, "personal information" means information collected or generated in the performance of the contract about an individual, including the types of information specifically described in the *Privacy Act* and also including information that may be linked or is linkable to an individual such as the website visitor's IP address.
2. The Contractor must appoint an officer within the organization to act as representative for all matters related to personal information and that the name and contact information for this contact be provided to the CNSC within 10 days of the awarding of the contract.
3. The Contractor must provide all of its employees, contractors and subcontractors with information on their privacy obligations when dealing with personal information disclosed or transmitted in relation to the work being performed under the contract or subcontract (the "work").
4. The Contractor must depersonalize the IP address prior to its storage in order that the full IP address cannot be reconstituted. This must be done through irrevocable truncation of the last octet of the IP address or through some other methodology that offers comparable privacy protection and has been approved by the Chief Information Officer Branch of the Treasury Board of Canada Secretariat.
5. The Contractor must not link, or attempt to link, the IP address or some unique identifier associated with a digital marker with the identity of the individual computer user.
6. The depersonalized IP address, along with other data disclosed to the Contractor for Web analytics, must be used only in accordance with the work, and that no subsequent uses or reuses of such data for any other purpose be allowed without the CNSC's express prior written authorization.
7. The Contractor must not disclose or transfer the depersonalized IP address or any other data disclosed to it except in accordance with the work, with the express prior written authorization of the CNSC, or if required to do so by law.
8. The Contractor must use only first-party cookies.
9. The Contractor is prohibited from using techniques such as, but not limited to, interlinking, cross-referencing, data mining or data matching from multiple sources on the personal information collected in relation to the work, unless expressly pre-authorized to do so, in writing, by the CNSC.
10. The Contractor must have security in place for the personal and depersonalized information that is at least commensurate with the *Policy on Government Security*.
11. The Contractor must safeguard the depersonalized IP address and other information disclosed in relation to the work, and that this information be retained for a maximum period of 6 months, after which time that information, including any backup copies, must be destroyed.
12. The Contractor may be audited at least once annually, at a date to be determined by the Government of Canada, to ensure compliance with these requirements.

13.0 Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-03-21)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#), R.C.S. 1985, c. P-36 pension, the Contractor has agreed that this information will be reported on departmental Web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



14.0 Dispute Resolution

1. The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working days period upon agreement in writing by each party.
2. All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in point 1 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 20 working days unless resolved earlier. The parties may agree to an extension of this 20 working day period upon agreement in writing by each party.
3. All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in point 2 shall be finally settled by binding arbitration.
4. The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 calendar day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
5. The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
6. 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.
7. 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.
8. The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

15.0 SACC Manual Clauses

15.1 Access to Facilities and Equipment (B9028C - 2007-05-25 – modified)

1. CNSC's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform



the Work, the Contractor must advise the Project Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by CNSC and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

15.2 Insurance (G1005C – 2008-05-12)

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

15.3 Handling of Personal Information (A9113C – 2008-12-12)

1. The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
2. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

15.4 Replacement of Specific Individuals (A7017C – 2008-05-12)

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



ANNEX "A" STATEMENT OF WORK

Table of Content

1.0	Background
2.0	Objectives
3.0	Scope of Work
4.0	Volumetrics
5.0	Location of Work
6.0	Tasks
6.1	Provide Webcast Services and Infrastructure Including Maintenance and Support for Internal and External Proceedings
6.2	Host Webpage and Provide Maintenance Support
6.3	Provide Support Services for the CNSC Live Webcasts for Internal Proceedings
6.3.1	Minimum Equipment Requirements for Internal Proceedings
6.4	Additional Support Services for the External Proceedings
6.4.1	Additional Minimum Equipment Requirements for External Proceedings.
6.5	Testing, Acceptance, Inspection and Quality Assurance of the Contractor's Webcast Infrastructure System.
6.6	Mobile Satellite Services (MSS) as Required for External Proceedings.
7.0	Deliverables
8.0	Data Collection and Reporting Requirements
9.0	Project Authority Support
10.0	Reference Documents
11.0	Official Languages Requirements

1.0 Background

CNSC protects the health, safety and security of Canadians as well as the environment, and respects Canada's international commitments on the peaceful use of nuclear energy.

CNSC was established in 2000 under the *Nuclear Safety and Control Act* and reports to Parliament through the Minister of Natural Resources. CNSC was created to replace the former Atomic Energy Control Board (AECB), which was founded in 1946.

CNSC's Commission Tribunal has up to seven appointed permanent members whose decisions are supported by more than 800 employees. These employees review applications for licences according to regulatory requirements, make recommendations to the Commission, and enforce compliance with the *Nuclear Safety and Control Act*, regulations, and any licence conditions imposed by the Commission.

Since May 2008 the CNSC has been offering the public, industry and other CNSC stakeholder's access to view the Commission's proceedings over the internet (webcasting). Under this initiative, designated proceedings (e.g. hearings, meetings etc.) are made available for remote access by internet viewers live (as they take place) and or "archived" (digital recording as of previously held proceedings).

For additional information on the CNSC please refer to the CNSC's website at: www.nuclearsafety.gc.ca

2.0 Objectives

CNSC requires the services of a qualified webcasting service provider with nationwide support within Canada for CNSC proceedings to be held during the period of Contract award to March 31, 2015 with a one (1) year option period.



3.0 Scope of Work

1. The Contractor must provide experienced staff to support the creation and maintenance of the CNSC webcast and management of the technical aspect of the CNSC webcasts. The Contractor must also provide the hardware, software and telecommunications services to achieve a complete and clear webcast of the CNSC proceedings via the internet and in accordance with the measures stipulated in this bid solicitation.
2. The Contractor must capture the audio and video content of the Commission's proceedings in both official languages of Canada (English and French), encode the content and transmit the content to the Contractor's technical infrastructure from which the Contractor must make available to the public free of charge.
3. The Contractor must cooperatively work with the audio-visual supplier, the Internet Service provider (ISP) and CNSC teams in a manner that is beneficial to the CNSC committing to quality, customer service, also providing the greatest number of viewers the fastest access possible to the CNSC webcasts.
4. Internal Proceedings are held at the CNSC site in Ottawa, Ontario, however, on occasion, the proceedings may be held nationally in a remote location (External Proceedings); the facility selected for the proceedings may not have the appropriate internet infrastructure to facilitate the CNSC webcasting criteria, therefore mobile satellite (MSS) transmission services will be required on an as required basis only to support the webcast via the internet.
5. The Contractor must adhere to all security requirements stipulated in the bid solicitation and resulting contract. The webcast content cannot be changed or altered in any shape or form from its originally captured content while it is in the Contractor's control unless specifically requested by the CNSC.

4.0 Volumetrics

1. Internal Proceedings (CNSC site - 280 Slater Street, Ottawa, ON. Canada)

- a) The CNSC estimates that approximately 8 internal proceedings will be held annually. The average length of support for each of the sessions is approximately 2 days.

2. External Proceedings (Outside of Ottawa, ON. but within Canada)

- a) The CNSC estimates approximately 3 external proceedings will be held annually (off-site to CNSC) nationally in the following provinces Quebec, Ontario, New Brunswick, Saskatchewan and Alberta. Proceedings could take place in other provinces or territories. The average length of support required for each proceeding is estimated between 2 to 3 days.
- b) Mobile Satellite Services (MSS) is estimated to be required for 1 proceeding annually. See section 6, subsection 6.6.

3. Amount spent (including Applicable Tax) by CNSC over the last 2 fiscal years (FY) on Webcasting Services and MSS

- a) Webcasting Services
 - Fiscal Year 12/13: **\$122,502.91**
 - Fiscal Year 11/12: **\$150,106.00**
- b) Mobile Satellite Services
 - Fiscal Year 12/13: **\$24,155.00**
 - Fiscal Year 11/12: **\$44,637.82**
4. Any estimated level of services specified in this section is provided for information purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.



5.0 Location of Work

1. Proceedings are located and take place internally at the CNSC 280 Slater Street, Ottawa, Ontario, Canada site and externally, in Canada, in the provinces of Quebec, Ontario, New Brunswick, Saskatchewan and Alberta. Proceedings could take place in other provinces or territories.
2. On occasion, the external proceedings could be located and take place at a remote location within Canada.
3. The on-site technical project lead resource must work on-site at all of the internal and external locations of proceedings. The on-site technical project lead resource must not be replaced by a subcontractor unless the Contractor obtains the prior written consent from the Project Authority.

6.0 Tasks

The Contractor must perform the following tasks.

6.1 PROVIDE WEBCAST SERVICES AND INFRASTRUCTURE INCLUDING MAINTENANCE AND SUPPORT FOR INTERNAL AND EXTERNAL PROCEEDINGS

1. The Contractor must provide internet webcast services streaming live audio and video both from the CNSC Commission proceeding room located in, Ottawa, Ontario (Internal Proceedings) and offsite (External Proceedings) to an international audience of internet users (webcast viewers) from the Contractors' server.
2. The Contractor must be capable to support CNSC, live webcast immediately upon award of the contract, and thereafter must provide support for the CNSC test and live webcasts within 24 hours of the advance notice from the CNSC Project Authority.
3. Fifteen calendar days in advance of each scheduled proceeding, the Contractor must submit a cost estimate to the CNSC Project Authority in accordance with this Annex "B" Basis of Payment. The cost estimate must itemize:
 - a. all estimated costs associated with providing the services related to the scheduled proceeding that are outlined in the Statement of Work at Annex "A" attached to this Contract; and
 - b. all travel and living costs reasonably and properly incurred for the duration of the scheduled proceeding and must be without any allowance for profit and administrative overhead. The amounts must not exceed the limits for meals, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". The Contractor can revise the itemized travel costs should there be any changes to the duration of the scheduled proceeding. All travel must have the prior authorization of the Project Authority. The Contractor must provide the CNSC with original receipts for travel related expenses upon request. All payments are subject to government audit.
4. The Contractor must provide a completely operational webcast infrastructure system. To be completely operational the Contractor must perform the following tasks and have the capacity and necessary infrastructure to fully comply with all technical requirements stated within this Statement of Work.
5. The Contractor must have the webcast system completely operational including the completion of the installation, connections, configuration and testing of all infrastructures (hardware software, technical support staffing, webcasting webpage insertions, primary and back up servers, back up power and all back-end equipment). 100% back-up redundancy is required to perform all of the requirements of the contract. The Contractor must monitor the webcast performance from the Contractor's offsite location.
6. During each live webcast, the Contractor must continuously monitor the webcast to ensure any disruptions in the availability of the viewing access to the webcast by internet viewers are prevented. In the event of a

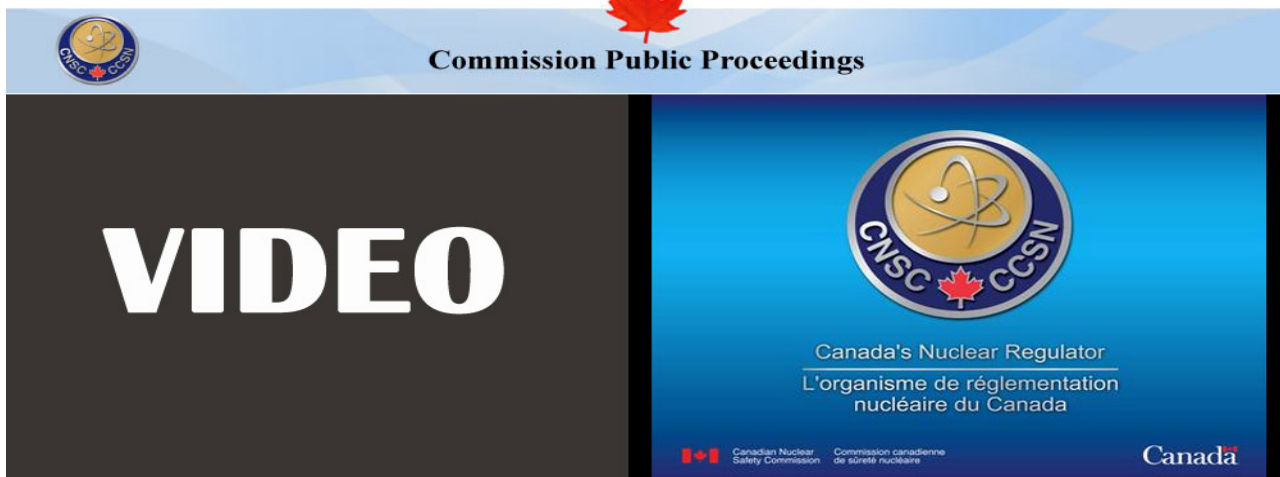


problem with the webcast infrastructure, the Contractor must immediately respond to minimize the impact of the problem on the webcast viewer's ability to access the CNSC webcast.

7. The Contractor must ensure that system continuously complies with all requirements for being completely operational. Should any complaint be received about the webcast and is a result of the Contractor's system failing to be kept completely operational the Contractor must address and resolve the concern immediately.
8. The Contractor must provide uninterrupted viewers access for each CNSC live webcast. The Contractor must prevent any interruption in the availability of the webcast viewers. The Contractor must ensure the webcast is optimized for internet viewers, which will include any adjustments, tweaking needed to enhance the quality and clarity of the audio and video.
9. The Contractor must inspect each test and live feed webcast by monitoring the entire webcast via the internet, in order to verify the entire system is kept completely operational and without interruptions in webcast access to viewers. Further, the CNSC Project Authority will investigate each complaint received from the webcast viewers to determine if the complaint is a result from the webcast system failing to be operational.
10. The Contractor must provide viewers with access to a High Quality sustained webcast viewing during the CNSC test and live webcast, ensuring the highest bit rate possible for each targeted transmission rates (Low (100 to 200 Kbps), Medium (400 to 600Kbps) and High (900Kbps to 1.2 Mbps)) without any loss of audio or pixilation.
11. The Contractor must provide concurrently with the actual proceeding, viewer access to CNSC live webcast without significant delays. Targeted acceptable delay must be no more than 60 seconds between the events in the actual proceeding seen by internet webcast viewers nationally.
12. The Contractor must upon request be able to provide a second media stream in both official languages of Canada in a format to be mutually agreed upon by the Contractor and the CNSC Project Authority prior to use in the performance of the contract. Software required to view the format must be "free" to download and install for all webcast viewers and support multiple platforms as well as provide the equivalent quality of video and sound as the current H.264 based stream used for the CNSC webcast. At a minimum the second stream must support the following audio-video format including Windows Media, Silverlight, WebM, Theora, and the upcoming H.265 format.
13. The Contractor must provide support in both official languages of Canada a minimum of 300 simultaneous viewers and ensure the system can automatically be scalable to serve up to 1000 concurrent viewers.
14. The Contractor must provide all webcast viewers with the capability of viewing the CNSC webcast in a H.264 format. The Contractor must:
 - a) be in a position to support the latest updated software format changes within an agreed timeline between the Contractor and CNSC's Project Authority;
 - b) ensure that it is based on standards and freely available software supported on multiple platforms.
15. The Contractor must provide the following settings: viewable area of the video and the slides must be 480x360 cm, adjustable bit rate must be between 100 kilobites per second (kbps) and 1.2 megabit per second (mbps), stereo audio between 96 and 256Kbps, 25 to 30 frames per second (fps).
16. H.264 formatted dual stream (see paragraph 20 below) webcast stream must be accessible by MS Windows operating systems, including Windows XP and above, Windows Server 2008 and above. They must also support Apple's operating system, version 10.6 and above. This stream should also be supported on mobile tablets including iPad and Android tablets.
17. The Contractor must provide video only feeds in both official languages of Canada to support BlackBerry (OS 6.X and above), iPhone (iOS 6.X and above) and Android phones (OS 2.3 and above). In addition the



- Contractor must be in a position to support these devices latest operating systems within 90 days of the latest version being released.
18. The Contractor must ensure that the audio only streaming must be made available to accommodate lower bandwidth internet users. This must accommodate Windows and Mac users providing two audio streams with an adjustable stereo bit rate of 96 to 256 Kbps for each official language of Canada. This audio only stream should also be made available to all mobile devices (BlackBerry, iPhone/iPad, Android devices)
 19. The Contractor must enable all video webcasts to be viewed at pre-selected bit rate Low (100 to 200 Kbps), Medium (400 to 600 Kbps) and High (900 Kbps to 1.2 Mbps), targeted transmission rates with appropriate adjustments made to optimize the webcast viewed via each rate.
 20. The webcast solution must provide dual stream output which will allow the conference presentations that include PowerPoint slides that can be viewed as the webcast progresses. As slides are changed during the PowerPoint presentation, webcast viewers must see the new slides as they appear, simultaneously or with as little delay as possible. Targeted acceptable time delay is 3 seconds.
 21. The following picture is a visual representation of the dual stream layout.



22. The Contractor must import PowerPoint documents provided by CNSC into the Contractor's presentation system. A CNSC representative will provide the Contractor with PowerPoint documents that will need to be imported in their respective sequence during the proceeding. The CNSC will provide the Contractor the presentation slides on the day prior to the proceeding. In order to perform this task, the Contractor must support PowerPoint 2003 and above as well as Microsoft Office 2003 and above.
23. On occasion, modifications or additional presentations may be added by the CNSC to the original presentation provided the evening before. The turnaround time to import the revised PowerPoint document could be as little as 15 minutes prior to the commencement of the session.
24. At the conclusion of the proceeding a CNSC representative will provide the Contractor with a copy of the proceeding Agenda in PowerPoint, which will contain the table of content of the proceedings including copyright declarations as well as the Canada logo. The Contractor will import the content of the presentation into the Contractor's video editing system then add them to the raw footage into their appropriate slots from



the beginning and to the end of each webcasts. The webcast also needs to be divided into sequences as per the CNSC's Project Authority request.

25. Provide post production (editing services) of the CNSC's provided archiving server as follows:
 - a) Execute and oversee the preparation of the post production of the live webcast which must include video and audio editing including PowerPoint insertions into a .mp4 and .flv H264 encoded digital format version including a DVD copy and all RAW footage.
 - b) Upload the edited digital format version to the CNSC archiving server and deliver a DVD of this version to CNSC. The video must be rendered in .mp4 and .flv H264 encoded digital format in order to be archived on the CNSC website.
26. The Contractor must broadcast the content of the CNSC webcast event via the webpage hosted by the Contractor (refer to subsection 6.2).
27. Support the following Browser systems: Internet Explorer 7.0 and above, Chrome and Firefox current versions and above and Safari 5.0 and above.
28. The Contractor must provide real time communication services for example Google Chat between the Contractor and the CNSC Project Authority must be provided by the Contractor, the instant message service will be necessary for all webcast sessions.
29. The Contractor must conduct monitoring activities on-site and at the Contractor facility and upon the commencement of the proceeding to the conclusion of the proceeding ensure all audio and video signals (both English and French) are operating at optimum levels and report any discrepancies or issues to the CNSC Project Authority via the real time communication services.

In the event of a disruption in the live webcast feed, the Contractor must ensure that the audio and video recording (English and French) of the proceeding is available for use, and implement the recording into the CNSC's archiving of the webcast.
30. The Contractor must ensure that an additional audio recording (floor feed only) of the proceeding is captured and available for the insertion of the CNSC's archived webcast if necessary.
31. Collect data on the number of viewers who access the live webcasts and forward the data to the CNSC's Project Authority by email. As the proceeding progresses, the Contractor must report on an hourly basis to the CNSC's, Project Authority with an update of webcast viewers activities (refer to section 8).
32. Should the internet connectivity malfunction, the Contractor must provide emergency redundancy via a cellular internet connection.
33. The Contractor must supply a dedicated connection point to the CNSC on the Contractor's server. In order for the CNSC to re-distribute the webcast on their intranet using CNSC's streaming server.
34. The Contractor must provide reports to the CNSC as required in this Statement of Work (refer to section 8).



6.2 HOST WEBPAGE AND PROVIDE MAINTENANCE SUPPORT

1. The Contractor must host the CNSC webcast page, which will be created by the CNSC in an “HTML” format and will be provided to the Contractor upon award of the contract.
2. The host site must allow viewers to access the live webcasts of the CNSC proceeding via the internet during the contract period. To ensure compatibility and consistent appearances and functionality of the Contractor's webcast webpage with the CNSC other webpage's, the Contractor must use the current webcast webpage developed by the CNSC. Prior to the launching of the webpage, the CNSC must have final approval of the design and look.
3. Should the CNSC determine in the future to change the look of the webcast webpage, the Contractor must comply with the new changes within 6 hours written notification by the CNSC.
4. The Contractor must ensure that the IT equipment used for the delivery of the services is hardened, secured, safeguarded with antivirus and firewall, updated and monitored for any disturbance and/or IT security impacts.
5. The web server(s) used to host CNSC information and deliver the contracted services must be completely patched, secured, audited, and monitored for any potential disruption or cyber attack which may interfere with service delivery and/or affect the confidentiality, availability and integrity of CNSC information resources. The Contractor must implement security safeguards and best practices as stipulated in this bid solicitation. Examples of guidance on IT Security best practices include Communication Security Establishment Canada (CSEC) IT Security Guidance (ITSG) 33, International Organization for Standardization (ISO) Information Security Management standards, National Institute of Standards and Technology (NIST) Information Security Special Publication 800-53, and other generally accepted sources.
6. The Contractor must perform regular security assessments and reviews to identify areas where additional security measures are needed. Following the application of required security measures, the Contractor is required to test and monitor the effectiveness of the applied safeguards. The CNSC may, from time to time, request details on the IT security safeguards and monitoring measures in place to protect the confidentiality, availability and integrity of CNSC information resources. The details must be provided by the Contractor to the CNSC within 10 business days of the request.
7. During the contract period, the CNSC Project Authority will test the host webpage prior to each live webcast.
8. For the host webpage to be completely operational the Contractor must:
 - a) ensure the host webpage is never edited to contain inappropriate language or references (e.g. offensive or misleading);
 - b) ensure that the host webpage only includes the information provided by the CNSC;
 - c) ensure that the host webpage is operating at all times during all live webcasts;
 - d) ensure that the host webpage complies with all requirements of the *Privacy Act*, R.C., 1985, c. P-21, including never using “cookies” to collect unnecessary data on webcasts viewers, and that no information is being retrieved and collected on the webcast viewers; by a viewers name or any other personal identifier. The Contractor must also comply with the Treasury Board of Canada Secretariat's Standard on Privacy and Web Analytics and all other documents listed under section 10 with respect to data collection and reporting.



6.3 PROVIDE SUPPORT SERVICES FOR THE CNSC LIVE WEBCASTS FOR INTERNAL PROCEEDINGS

1. For all internal proceeding webcasts the CNSC will provide the Contractor with access to a live audio and video feed of the proceeding.
2. For Internal proceedings the Contractor must:
 - a) Provide live webcast of the Internal CNSC proceedings over the internet as they take place;
 - b) Capture all incoming audio and video feeds, which includes, but is not limited to, the CNSC in house camera, microphone system, laptops, and videoconference and teleconference systems;
 - c) Capture the combined audio/video feed in both official languages of Canada via the Contractor's connection to the CNSC audio/video system at the CNSC site;
 - d) Encode the content to protect it from alterations and corruption;
 - e) Transmit the content from the CNSC headquarters to the Contractor's offsite webcasting infrastructure;
 - f) Connect the content to the Contractor's webcasting webpage;
 - g) Provide free access to the live webcast content to all interested parties via the host webpage;
 - h) During each live webcast, the Contractor must continuously monitor the webcast to ensure any disruptions in the availability of the viewing access to the webcast by internet viewers are prevented. In the event of a problem with the webcast infrastructure, the Contractor must immediately respond to minimize the impact of the problem on the webcast viewer's ability to access the CNSC webcast.

6.3.1 MINIMUM EQUIPMENT REQUIREMENTS FOR INTERNAL PROCEEDINGS

1. The CNSC has compiled the following minimum equipment list required to perform the work It is the Contractor's responsibility to provide and operate all the necessary equipment to achieve a complete and clear webcasting service.

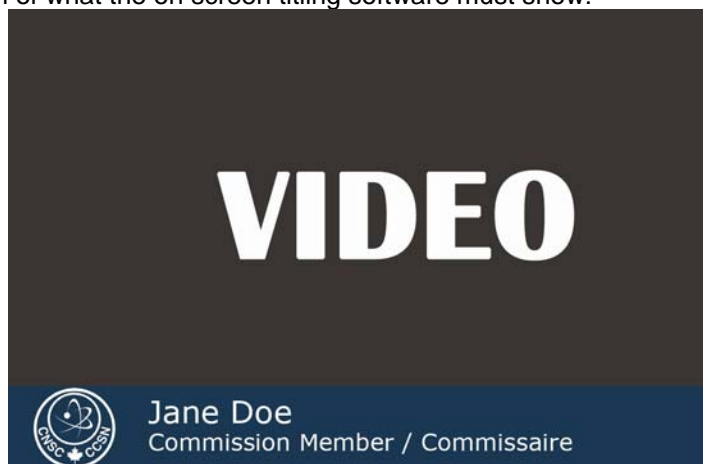
Equipment	Minimum Quantity
Video Distribution Amplifier	1
1 encoder to stream the live webcast and 1 additional backup unit that needs to be prewired and ready to operate in the event that the main encoder fails. When 1 encoder is used it is required that this encoder broadcasts in both official languages of Canada simultaneously. 1 encoder for each official languages of Canada would be acceptable. There must be 1 back up unit for every 1 encoder that is being used for the live webcast.	2
Synchronized slide presentation system	1
Digital video recording unit on site	1
Digital audio recorder, on site	1



6.4 ADDITIONAL SUPPORT SERVICES FOR THE EXTERNAL PROCEEDINGS

The Contractor must:

1. Webcast live CNSC proceedings over the internet as they take place externally (nationally);
2. Liaise with the CNSC Project Authority and the host site facility IT representative within a month prior to the proceeding to assess and determine if the existing network bandwidth is sufficient to accommodate the webcast requirements. Should the existing system be deemed insufficient by CNSC, the Project Authority and the Contractor must actively participate by investigating the possibility and feasibility of having dedicated internet lines installed via the regional provider;
3. Should following the assessment, it be determined by the CNSC that a high speed internet line is not available, the CNSC Project Authority will provide the authorization to contract the services of a mobile satellite service provider in writing to the Contractor (refer to section 6.6);
4. Provide a video feed of the webcast cameras to the audio-visual company for which they will rebroadcast on the in-room screens (IMEG);
5. Capture line level audio feeds, Floor, English and French via the audio-visual company's audio system;
6. Encode the content to protect it from alterations and corruption;
7. Transmit the content from the CNSC offsite location to the Contractor's offsite webcasting infrastructure;
8. Connect the content to the Contractor's webcasting webpage;
9. Provide free access to the live webcast content to all interested parties via the webcast webpage;
10. The CNSC Project Authority will provide the Contractor with a move in and move out schedule to include set up and tentative dismantle times; ensuring adequate time will be allocated to the Contractor for the proper installation of an operational webcast system.;
11. For External proceedings only, provide on screen titling software that will identify the on screen participants, therefore a text typing software (character generator) with a minimum of 50 preset message capabilities will be required. The Contractor must insert the names of the Commission members, CNSC Staff, Licensees or Applicants and their titles, also the names and affiliation of the interveners. The system will be used to identify breaks, special announcements, beginning and end of proceedings. The following picture demonstrates a visual representation of what the on screen titling software must show:



Any variation must have prior approval from the CNSC Project Authority





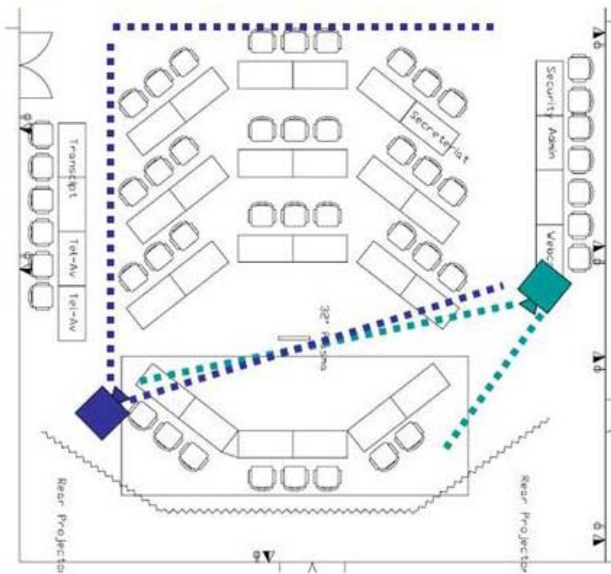
6.4.1 ADDITIONAL MINIMUM EQUIPMENT REQUIREMENTS FOR EXTERNAL PROCEEDINGS

1. The CNSC has compiled the following minimum equipment list requirement for external proceedings, it must be the Contractor's responsibility to provide and operate all the necessary audio-visual equipment with (complete redundancy) to achieve complete and clear webcasting service.
2. The equipment listed below is the minimum equipment required in addition to the equipment listed in subsection 6.3.1 (Internal Proceedings).

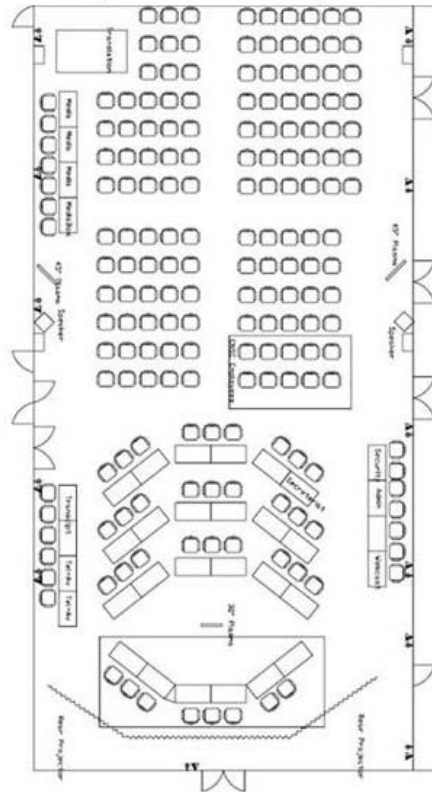
Requirements	Minimum Quantity
Digital audio and video switcher	1
Digital audio and video switcher: complete with sufficient interface modules. The switcher must capture all incoming English and French audio and video signals (minimum of 5 video inputs), which must include seamless switching capability between video and a PC sources. The switcher must include camera remote control capability to control a minimum of 2 cameras with pan tilt, zoom and iris focus functions and 2 stationary cameras for the front and rear of the proceeding room.	
PTZ video cameras on tripod stands, being controlled by the video switcher operator	2
Stationery cameras on tripod stand	2
Character Generator text typing software or equivalent	1

3. The following layout represents an example of a set up for an external proceeding as well as the areas of the room that the cameras must capture.

-  Camera 1 & 2 (static & PTZ)
-  Camera 3 & 4 (static & PTZ)



Room layout for External proceeding





6.5 TESTING, ACCEPTANCE, INSPECTION AND QUALITY ASSURANCE OF THE CONTRACTOR'S WEBCAST INFRASTRUCTURE SYSTEM

6.5.1 Pre- Webcast Testing and Acceptance - Internal and External Proceedings (All Proceedings)

1. Following award of the contract a checklist of testing activities will be provided to the Contractor by the CNSC Project Authority. This checklist will be used by the Contractor and the CNSC to ensure that all essential tasks have been verified before the start of each proceeding.
2. The CNSC Project Authority will participate in the testing of the webcast system's functionality that is required for the system to be considered completely operational by the CNSC.
3. The Contractor must ensure that the entire system is kept completely operational without any interruptions to the viewers during each test and live webcast.
4. **Twenty four (24) hours prior to each scheduled live webcast:**
 - a) The CNSC reserves the right to schedule the Contractor to perform a webcast systems test at a pre-determined time within 24 hours prior to each proceeding.
 - b) The Contractor must provide support to perform tests of the webcast system immediately upon the completion of the set-up of the Contractor's equipment.
 - c) During the test the Contractor must demonstrate to the CNSC Project Authority, that all systems are completely operational by ensuring a clear video signal is being transmitted and received, including a clean audio signal (in both official languages of Canada) into their respective audio channel.
 - d) Once the test has been successfully completed and deemed completely operational by the CNSC Project Authority, the testing period will end. The Contractor must be in a position to generate an uninterrupted webcast.
5. **One (1) to three (3) hours prior to each scheduled live webcast:**
 - a) On the day of each scheduled live webcast (beginning 1 hour and possibly up to 3 hours before the scheduled start of the proceeding), the Contractor must participate in a second test. This will enable the CNSC technical personnel to verify via the internet that all systems are working and ensure connectivity carrying the live feed from the proceeding room to the Contractor's facility.
 - b) Once the test has been successfully completed and deemed completely operational by the CNSC Project Authority, the testing period will end. The Contractor must be in a position to generate an uninterrupted webcast.

6.5.2 Pre-Webcast Testing and Acceptance – External Proceedings

1. For external proceedings: beginning 1 hour and as much as 3 hours prior to the actual scheduled start of the CNSC proceeding to be webcast live the Contractor will work with, the audio-visual company and the CNSC's Project Authority to ensure that all systems are thoroughly tested and that the webcast system infrastructure is operational.
2. Once the test has been successfully completed and deemed completely operational by the CNSC's Project Authority the testing period will end. The Contractor must be in a position to generate an uninterrupted webcast.



6.6 MOBILE SATELLITE SERVICES (MSS) AS REQUIRED FOR EXTERNAL PROCEEDINGS

1. CNSC proceedings may be held in a remote location, the facility selected may not have the appropriate internet connectivity therefore mobile satellite services will be required.
2. In such cases, and only upon the written acceptance and authorization from the CNSC Project Authority, the Contractor must arrange for the provision of a dedicated satellite service via mobile satellite services (MSS) for the duration of the proceedings.
3. The Contractor must provide the MSS services themselves or subcontract this work directly with a MSS provider that meets the requirements stated herein.
4. At present, the CNSC has not identified the location and the dates of the future proceedings, therefore the Contractor must provide a proposal containing full costing details, including hourly rate for all services to be provided for the mobile satellite services.
5. Should the CNSC not accept the Contractor's proposal for MSS services the CNSC reserves the right to use an MSS supplier of its choice.
6. The Contractor must provide all necessary hardware, software, accessories and personnel to support the MSS.
7. The Contractor must provide, integrate, test, deliver and install a mobile satellite system with the technical support and services for the duration of the CNSC proceedings.
8. The Contractor must ensure that the satellite system enables point to point broadband connections between any two points in the satellite footprint for the transmission of 2 audio channels (English and French, associated with outgoing video signals by providing simultaneous uplink and downlink channel, as follows.

Point (A) transmitting from the off site facility.
Point (B) receive site, located at the Contractor's offsite location.
9. The CNSC's Project Authority will secure an appropriate parking area near the facility for the mobile satellite service unit, in order to accommodate the most direct route for cable runs and easy access to the proceeding room.

7.0 Deliverables

1. The Contractor must provide a list of all necessary hardware, software, and accessories including back up equipment at contract award for Internal and External proceedings (refer to subsection 6.3.1 and 6.4.1). This list must be kept up to date and shared with the CNSC for the duration of the contract.
2. The Contractor must provide a detailed back-up plan for all webcast services. The back-up plan must demonstrate that the bidder can react and continue the operation of the webcast in the event of a failure. This back-up plan must be kept up to date and shared with the CNSC for the duration of the contract. No additional costs will be charged by the Contractor to the CNSC for any equipment replacements.
3. Post Production Edited Version of CNSC webcasts (due no later than 48 hours following the live webcast): The Contractor must deliver the edited version of the live webcast in a digital format version including a DVD copy to the CNSC Project Authority as well as uploading it to the CNSC archiving server.
4. The Contractor must deliver the reports to the CNSC as per section 8.



8.0 Data Collection and Reporting Requirements

1. The Contractor must comply with the *Privacy Act*, R.C., 1985, c. P-21 and the Treasury Board of Canada Secretariat's Standard on Privacy and Web Analytics and all other documents listed under section 10 with respect to data collection and reporting.
2. Webcasting Data Collection - The Contractor must accurately collect the following viewer live webcast data as the webcast takes place:
 - a) Number of viewers logged in per day
 - b) Highest volume of viewers during the day
 - c) Lowest volume of viewers during the day
 - d) Indicate the highest and lowest webcast viewing times
 - e) Number of viewers logged in (English selection)
 - f) Number of viewers logged in (French selection)
 - g) Identify from which region or country the viewers are logged in
 - h) What types of browsers, and devices being used such as a PC, iPhone, iPad, Blackberry, and Android etc.
3. The CNSC reserves the right to modify or revise the above data list to be collected throughout the duration of the contract. The CNSC will provide a data collection template to the Contractor at contract award. The Contractor will need to fill in the template with all required information after each proceeding.
4. The Contractor must provide hourly reporting during the proceedings:
 - a) As the proceeding progresses the Contractor must accurately collect and on an hourly basis, report to the CNSC's Project Authority the viewers live webcast data activities i.e. Number of viewers logging in and language selection. The Contractor must forward this information via real time communication services to the CNSC's Project Authority.
 - b) Post Proceeding Reporting - Within 48 hours following the completion of the live webcast, the Contractor must provide:
 - i. a report, by email to the CNSC Project Authority on the data collected in subsection 2 of this section 8; and
 - ii. a post mortem report identifying any concerns or problems that occurred during the set-up, testing and live webcast. Provide an explanation, addressing the concerns or situations that may have occurred during the proceeding, in addition put forth a strategic plan of action to resolve the issues for future webcasts.

9.0 Project Authority Support

1. The CNSC Project Authority will communicate all necessary information to the Contractor regarding the proceedings and the related services to be performed by the Contractor under the Contract as it becomes available.
2. The Project Authority will be available during the entire proceedings to answer any questions and facilitate issues that the Contractor may have that are out of their control.



10.0 Reference Documentation

1. *Official Languages Act* (R.S.C., 1985, c. 31 (4th Supp.))
2. *Privacy Act* (R.S.C., 1985, c. P-21)
3. Treasury Board Secretariat Policy on Government Security
4. Treasury Board of Canada Secretariat (TBS) Standard on Privacy and Web Analytics
5. TBS Directive on Privacy Practices
6. TBS Web Analytics Privacy Impact Assessment Report
7. Communication Security Establishment Canada (CSEC) IT Security Guidance (ITSG) 33
8. International Organization for Standardization (ISO) Information Security Management standards
9. National Institute of Standards and Technology (NIST) Information Security Special Publication 800-53

11.0 Official Languages Requirements

1. The Contractor must meet the official language requirements stated within this Statement of Work.
2. The Contractor must capture the audio, video, titles and webpage content of all Commission proceedings in both official languages of Canada (English and French).



ANNEX "B" BASIS OF PAYMENT

1.0 Basis of Payment – Firm Hourly Rates (C0214C – 2013-04-25 - modified)

1.1 Professional Fees

1. Fifteen calendar days in advance of each scheduled proceeding, the Contractor must submit a cost estimate to the CNSC Project Authority in accordance with this Annex "B" Basis of Payment. The cost estimate must itemize:
 - a. all estimated costs associated with providing the services related to the scheduled proceeding that are outlined in the Statement of Work at Annex "A" attached to this Contract; and
 - b. all travel and living costs reasonably and properly incurred for the duration of the scheduled proceeding and must be without any allowance for profit and administrative overhead. The amounts must not exceed the limits for meals, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". The Contractor can revise the itemized travel costs should there be any changes to the duration of the scheduled proceeding. All travel must have the prior authorization of the Project Authority. The Contractor must provide the CNSC with original receipts for travel related expenses upon request. All payments are subject to government audit.
2. The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract during the Initial Contract Period, Customs duties are included and Applicable Taxes are extra.
3. No overtime charges will be permitted.
4. The Contractor will be paid for hours actually worked.
5. The CNSC will not be responsible to pay for any equipment replacements.
6. Mobile Satellite Services to be reimbursed at cost (see subsection 1.2 and 1.5). Contractor must provide a proposal containing full costing details, including hourly rate for all services to be provided for the mobile satellite services for prior approval by the CNSC.



Initial Contract Period Contract Award to March 31, 2015		
No.	Description	Proceedings (All-Inclusive Rates)
Internal Proceedings		
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour
4	Ottawa, Ontario Estimated travel and living expenses (all-inclusive)	\$_____ total estimate for 1 day of proceedings
External Proceedings		
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour

Total Initial Contract Period Estimated Cost \$_____ (to be completed at contract award)

Travel and Living Expenses Estimated Cost \$_____ (to be completed at contract award)

1.2 Other Direct Expenses (Mobile Satellite Services)

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated cost: \$_____ (to be completed at contract award)



1.3 Limitation of Expenditure (C6001C – 2011-05-16 – modified)

1. The contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in accordance with this basis of payment, Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.
2. The CNSC's total liability to the contractor under the contract must not exceed the amount stipulated in paragraph 1. Customs duties are included and Applicable Taxes are extra.
3. No increase in the total liability of the CNSC or in the price of the work resulting from any design changes, modifications or interpretations of the work, will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been approved, in writing, by the contracting authority before their incorporation into the work. The contractor must not perform any work or provide any service that would result in the CNSC's total liability being exceeded before obtaining the written approval of the contracting Authority. The Contractor must notify the contracting authority in writing as to the adequacy of this sum under one of the following circumstances, whichever occurs first:
 - a. when it is 75 percent committed
 - b. four (4) months before the contract expiry date
 - c. as soon as the contractor considers that the contract funds provided are inadequate for the completion of the work
4. If the notification is for inadequate contract funds, the contractor must provide to the contracting authority a written estimate for the additional funds required. Provision of such information by the contractor does not increase the CNSC's liability.



1.4 Option to Extend the Contract

During the extended period of the contract, and in accordance with sub-section 1.1 above, the Contractor will be paid the following firm hourly rates to perform all the work in relation to the contract extension. Customs duties are included and Applicable Taxes are extra.

Option Period April 1, 2015 to March 31, 2016		
No.	Description	Proceedings (All-Inclusive Rates)
Internal Proceedings		
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour
4	Ottawa, Ontario Estimated travel and living expenses (all-inclusive)	\$_____ total estimate for 1 day of proceedings
External Proceedings		
1	Webcast Set-up and Testing	\$_____ flat fee (one time fee per proceeding)
2	Webcast equipment and services including Hosting services for live webcasting of proceedings Hourly rate must be all-inclusive (i.e. inclusive of all costs related to all services, resources, deliverables and equipment in Annex "A" Statement of Work)	\$_____ per hour
3	Post webcast all inclusive services Hourly rate must be all inclusive (i.e. inclusive of all costs related to all services, resources, deliverables, reports related to the archiving/post production services in Annex "A" Statement of Work)	\$_____ per hour

Total Option Period Estimated Cost \$ _____ (to be completed at contract award)

Total Option Period Travel and Living Expenses Estimated Cost \$ _____ (to be completed at contract award)



1.5 Option Period - Other Direct Expenses (Mobile Satellite Services)

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated cost: \$ _____ (to be completed at contract award)