REQUEST FOR PROPOSAL

for

Development of Online Multimedia Platform

Issuing Date: 17th June, 2020

Closing Date: 1.00 p.m., 16th July, 2020

1 Introduction

1.1 About Hong Kong Blind Union (HKBU)

1.1.1 Hong Kong Blind Union (HKBU) is the first self-help organization founded and managed by people with visual impairment in Hong Kong. It aims at promoting the spirit of self-help and mutual-help among visually impaired people as well as striving for equality, independence and opportunities for them. More information about HKBU can be found at http://www.hkbu.org.hk.

1.2 Project Background

- 1.2.1 "Sports programmes with audio-description service (SPA)" is a project with funding from The Hong Kong Jockey Club Charities Trust. This project aims at assisting non-visual spectators in particularly those blind and partially sighted to enjoy sports programmes with professional Audio Description (AD) in order to promote an inclusive society.
- 1.2.2 We are now requesting for proposal to develop an online multimedia platform to broadcast sports events or related programs with audio-described commentary.
- 1.2.3 Viewers can enjoy the broadcast by accessing the website.

2 Scope of Service and Deliverables

2.1 Services Required

- 2.1.1 This system requirement section will cover only the basic development requirements. Proposer is asked to consider and offer any additional functions and features which deemed necessary.
- 2.1.2 The project is divided into two parts, they are:
 - 2.1.2.1 The design, development and maintenance service of the website of online multimedia platform.
 - 2.1.2.2 Development of the Content Management System to manage all contents, the database of the members with different login accounts and different access rights.
- 2.1.3 Feature requirements for the website of the online multimedia platform.
 - 2.1.3.1 Fully accessible to visually impaired people and compliance with an international web accessibility standard WCAG 2.1 which is developed by The World Wide Web Consortium (W3C).
 - 2.1.3.2 Responsive design which can work well on any screen size and devices like desktop, iPad, iPhone or Android phone.

- 2.1.3.3 Font size control can be available for the interface or by the browser.
- 2.1.3.4 High flexibility for future additional features/components adoption.
- 2.1.3.5 Front-end menu item and description as below table.

Menu Item	Description / Features requirement
Live Stream Programmes	Could be played by embed player or redirect to YouTube channel
(直播賽事)	There will be two types of live stream event, could be accessed by all viewers or members only.
All Programmes (所有節目)	 Programmes will be categorized by sports and programme type.
節目表節目重溫	 Viewers could either play the programmes by the embed YouTube video or by the player.
協建之聲	A programme summary / description will be shown below each programme.
	Viewers could download the transcript for each programme.
	 Viewers can share programmes through social networks.
	 Viewers can press like buttons for the programmes.
	Viewers could leave comments and the comment section will be shown under each programme.
	A programme schedule for showing upcoming programmes.
	 Programmes of the past 12 months will be shown under the Programmes Archive.
Special Events (特備節目)	A section contains all the programmes related to the events
(IN IH M CI)	A dedicate schedule for the event

News (最新消息) • 賽事時間表 • 節目預告 • 活動報名	 Schedule of upcoming matches Preview of the programmes Online form for registration to activities 	
About Us (關於我們) • 簡介 • 活動花絮 • 傳媒報道	Individual entry for each activity and media coverage	
Members Login (會員專區) • 用戶註冊及登入 • 賽事直播	 Registration with email or social account Login with email or social account Forget password mechanism Some programmes will be exclusively for member access only Members need to upload document for registration 	
Subscription	Subscription to newsletter or notification to specific categories of programmes	
Support Us (支持我們) • 成為義工 • 成 為 合 作 伙 伴	 Online form for registration as volunteers Online form for registration as partner 	
Contact Us (聯絡我們)	Message Board for inquires	
Search (搜尋)	 Viewers will be able to search the programmes by keywords, programme categories, sports categories or hashtag. 	

- 2.1.4 Feature requirements for Content Management System (CMS)
 - 2.1.4.1 Responsive design required.
 - 2.1.4.2 Manage user accounts with different access right.
 - 2.1.4.3 Management of member accounts.
 - 2.1.4.4 Create content from multiple sources, such as uploading video files, audio files, or embed YouTube video links.
 - 2.1.4.5 Content could be published by schedule.
 - 2.1.4.6 Manage comments and setup filter words for the comment section.
 - 2.1.4.7 Manage the sports categories and programmes categories.
 - 2.1.4.8 User could create multiple special events and add programmes to the events.
 - 2.1.4.9 User will be able to create subpages from template of all section.
 - 2.1.4.10 Generate report for web traffic and programmes views.
- 2.1.5 The Contractor should provide 3 months nursing period after the launching of the system, intensive system monitoring and tuning conducted to ensure the system operating smoothly and performing at user's agreed level.
- 2.1.6 The website and CMS should meet the accessibility features mentioned in below:
 - 2.1.6.1 WCAG 2.0 Level AA criteria listed in the handbook provided by OGCIO: https://www.ogcio.gov.hk/en/our_work/community/web_mobileapp_accessi bility/promulgating_resources/handbook/.
 - 2.1.6.2 New success criteria for WCAG 2.1 listed in the handbook provided by OGCIO: https://www.ogcio.gov.hk/en/our_work/community/web_mobileapp_accessi bility/promulgating_resources/new_success_criteria/.
- 2.1.7 Requirements of Maintenance Service
 - 2.1.7.1 The Contractor shall provide maintenance service for the system after 3 months system nursing.
 - 2.1.7.2 The maintenance service shall include:

- i. Update the system to cater for the changes (including new releases) of related operating systems and other essential updates.
- ii. Maintain the system to ensure smooth operation.
- iii. Repair the system against any failure, including but not limited to bug fixing, within 4 working days, or other period agreed by HKBU, upon HKBU's request;
- iv. Other maintenance tasks which are deemed necessary to the smooth operation of the system as proposed by HKBU.
- 2.1.7.3 Upon the request from HKBU, the Contractor shall extend the maintenance service based on the Annual Fee thereafter in Annex VI.

2.2 Distribution Requirements of Confidentiality for the System

- 2.2.1 All the system information is CONFIDENTIAL and owned by HKBU and parties appointed by HKBU in other contracts. The Contractor may not divulge, disclose and accidentally expose the system information to any of its employees and subcontractors who are not responsible for the implementation of the system.
- 2.2.2 The employees and subcontractors of the Contractor shall be aware that the system information may not be used in any other products, services, or publications, including but not limited to website, webpage, web application, applications for any devices, without the consent from HKBU.
- 2.2.3 The Contractor shall follow instructions given by HKBU on the provision of the Services to the satisfaction of HKBU.
- 2.2.4 All services/tasks/assignments performed in pursuance of this Contract may not be deemed to have been accepted unless HKBU so certify in writing. HKBU may reject any services/tasks/ assignments (or any part thereof) performed under the Contract but not to the satisfaction of HKBU.

2.3 Information Security Requirements

- 2.3.1 The Contractor shall comply with the Baseline IT Security Policy (https://www.ogcio.gov.hk/en/our_work/information_cyber_security/government/doc/S 17.pdf) issued by the Office of the Government Chief Information Officer (OGCIO), if applicable.
- 2.3.2 The Contractor shall treat as confidential all information relating to the affairs or business of HKBU or designated as confidential by HKBU or which is by its nature confidential, which may come into the possession of the Contractor, the Contractor's employees, or any employees, agents or subcontractors of the Contractor as a result of or in connection with the provision and performance of services.

- 2.3.3 The Contractor may not at any time during or after the provision of the services divulge or allow to be divulged to any person any such confidential information other than to the relevant employees and any other employees, officers, agents or contractors who need to know the same for the purpose of carrying out the services and have signed an undertaking on non-disclosure as approved by HKBU.
- 2.3.4 The Contractor shall ensure that the relevant employees and any other persons engaged on any work in connection with the services are aware of and comply with the relevant Clauses in this document and the provisions of the Official Secrets Ordinance Cap. 521. The Contractor shall indemnify HKBU against any loss or damage, which HKBU may sustain or incur as a result of any breach of confidence by any of such persons.
- 2.3.5 Should the services terminate, either normally at the end of the Contract Period or prematurely due to any reasons (such as the closing of the Contractor's business), the Contractor shall return all data, deliverables and related materials belonging to HKBU and/or information collected from HKBU within 3 working days of the termination.

2.4 Other Requirements

- 2.4.1 The Contractor should allow sufficient time in the schedule for HKBU responding to comments on interim deliverables, evaluation of implementation options and acceptance of deliverables.
- 2.4.2 All other expenses that may be incurred by the Contractor in undertaking the services, unless with HKBU's prior and written approval, may not be reimbursed from HKBU.

3 Contract Period

3.1 The Contract shall commence from the date of acceptance of offer until fulfilment of contractual obligation to the satisfaction of HKBU.

4 Conflict of Interest

4.1 The Contractor, its employees or any other persons engaged by the Contractor in the delivery of the services shall declare any interest, which is in real or potential conflict with the services/duties to be performed under this Contract.

5 Personal Data (Privacy) Ordinance

5.1 The Contractor shall comply with the provisions of the Personal Data (Privacy) Ordinance Cap. 486 (Amended 2013) in collecting, processing, storing and disposing the personal data of the research subjects in relation to this Contract.

6 Nature of Agreement

6.1 The Contractor will be engaged as an independent contractor and not as a partner, an employee nor an agent of HKBU.

7 Liabilities and Indemnity

- 7.1 HKBU and its employees or agents may not accept any liability whatsoever for or in respect of:
 - (a) Any loss of or damage to any of the Contractor's property or that of its employees or agents however caused; and
 - (b) Any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the negligence of HKBU or any of its employees or agents.
- 7.2 The Contractor shall hold the sole liability for any legal issues, complaints, etc arising out of or in connection with all and every aspects on the system. HKBU is not responsible for any such liability and the loss or damages whatsoever arising out of or in connection with any aspects including data or programs on the system.
- 7.3 The Contractor shall indemnify and keep indemnified HKBU and its employees, members of the Executive Committee or agents against: (a) all or any claims (whether or not successful, compromised or settled), actions, investigations, liabilities, demands, proceedings or judgments, joint or several, threatened, brought or established against HKBU; and (b) all liabilities, losses, damages, cost charges or expenses (including all costs charges and expenses which HKBU may pay or incur in disputing any such claim or defending such action or proceedings instituted against HKBU), and which in any case arise directly or indirectly, in connection with or out of, or which relate in any way to:
 - A breach of any provisions of this Contract by the Contractor;
 - The negligence, recklessness or willful misconduct of the Contractor or its employees, agents or subcontractors in the delivery of service under this Contract; or
 - Unauthorised act or omission of the Contractor or its employees, agents or subcontractors.

8 Employment of Workers

8.1 The Contractor shall undertake not to employ illegal workers in the execution of this Contract. Should the Contractor be found to have employed illegal workers in breach of this undertaking, HKBU shall be able to immediately terminate the Contract by notice in writing and the Contractor will not be entitled to claim any compensation. The Contractor shall be liable for all expenses necessarily incurred by HKBU as a result of the termination of the Contract.

9 Subcontracting and Assignment

9.1 Engagement of subcontractors will be subject to the prior written consent of HKBU and shall be paid by the Contractor at its own expense. The Contractor may not assign, subcontract or otherwise dispose of its rights, obligations and duties under this Contract without the prior written consent of HKBU. If any part of the services/work under this Contract is subcontracted to any other party/person in accordance with this Contract, the Contractor shall remain liable for any act or omission of such party/person as if such act or omission was committed by the Contractor.

10 Intellectual Property Rights

- 10.1 The ownership of all intellectual property including but not limited to any patent, copyright, registered design or trademark in the system's contents, creative, artworks, graphics, source codes, music, sound effects, voice-overs, materials, reports and any other documents prepared, produced or created in relation to all the services / tasks / assignments / work carried out in connection with this Contract shall be vested in and belong to HKBU immediately on their coming into existence.
- 10.2 The Contractor shall ensure that no intellectual property rights of any third party have been and/or will be infringed and shall indemnify HKBU against any claims for breach of intellectual property rights.
- 10.3 The copyright of all information provided by HKBU shall be and remains the exclusive property of HKBU and shall vest in HKBU at the time they are generated.
- 10.4 The provisions of Clauses related to "Intellectual Property Rights" shall survive the expiration or termination of the Contract.

11 Consent to Disclosure

- 11.1 HKBU shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit:
 - The fees, costs and expenses payable by HKBU to the Contractor pursuant to this Contract; and
 - The Price Proposal submitted prior to the date of this Contract by the Contractor to HKBU in relation to this Contract.
- 11.2 For the purpose of Clause 11.1, the Contractor is required to complete, execute and deliver to HKBU a Consent to Disclosure in the form enclosed at **Annex I.**

12 Payment Arrangement

12.1 All prices shall be quoted in Hong Kong Dollars and HKBU will settle payments with the successful Supplier in Hong Kong Dollars, in accordance with below milestone.

Milestone	Percentage of Project Sum
1. Initial Payment	30
2. Starting User Acceptance Test	30
3. System Live Run	30
4. System Nursing Completion	10

13 Termination of Contract

- 13.1 During the Contract period, HKBU may at any time at its option suspend or terminate this Contract by giving written notice with immediate effect if the Contractor: (a) is found to have provided false or incomplete information in bidding the Contract; (b) is in breach of any terms/provisions of this Contract; (c) has persistently or flagrantly neglected its duties and obligations under this Contract; (d) has failed to carry out all or any of the services specified in this Contract within the Contract period or such extended period as agreed by HKBU. Such suspension or termination may not prejudice or affect any rights of action or other remedies that may have accrued to HKBU, including but not limited to the right of HKBU to assign the balance of the uncompleted service to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess of the Contract price. The Contractor will not be able to claim any compensation and will only be paid for services satisfactorily performed under the Contract. HKBU will have no obligation whatsoever to pay for any work performed but not to the satisfaction of HKBU, or for any work agreed but not yet performed by the Contractor.
- 13.2 HKBU may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:
- (a) If the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of its estate made against it, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of its effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) If the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager. Provided always that such termination may not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to HKBU.
- 13.3 If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance Cap. 201 or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other HKBU contracts, HKBU may summarily terminate the Contract without entitling the Contractor to any compensation thereof. The Contractor shall be

liable for all expenses necessarily incurred by HKBU as the result of the termination of the Contract.

14 Terms and Conditions

- 14.1 If at any time the services provided by the Contractor cannot fulfil the above Clause 2 to 13 in this Contract, the Contractor shall, without prejudice to HKBU's other rights and remedies, bear the costs to:
 - (a) Arrange all additional resources necessary to perform the services as specified in this document to meet the schedule and at no additional charge to HKBU;
 - (b) Promptly remedy and remove the cause of the non-performance; and
 - (c) Promptly remedy any default or re-perform any non-conforming services at the request of HKBU at no additional charge.

15 Format of the Proposal

- 15.1 Each Proposer shall submit only one (1) proposal for development of online multimedia platform for HKBU.
- 15.2 The Proposer shall complete all the documents in full, with input on each and every item on the documents, including marking "Nil" or "Not Applicable" as appropriate. Supporting documents should be attached whenever required.
- 15.3 The Proposal documents should include:
 - (a) A completed form of Consent to Disclosure at **Annex I**. Please refer to Clause 11 for the relevant service condition:
 - (b) A completed form of Schedule of Compliance at <u>Annex II</u>. The Proposer is requested to confirm in the Schedule of Compliance that offers submitted comply with the required specifications in every respect;
 - (c) A completed proforma of the Proposer at **Annex III**.
 - (d) A design architecture at **Annex IV**.
 - (e) An implementation plan and schedule of the services at **Annex V**;
 - (f) The Price Proposal at **Annex VI** with the price information;
 - (g) Contact information of the key personnel of the Proposer;
 - (h) <u>Proof for registrations of the Proposer</u> (under Companies Ordinance/ Business Registration Ordinance); And
 - (i) Any other information that may facilitate our evaluation of the Proposal documents
- 15.4 The proposals shall be in strict compliance with the sequence and format as stated above,

but any additional information is welcome.

15.5 For the avoidance of doubt, Proposers must not include any pricing information in the Technical Proposal. The pricing information must be submitted separately as per the requirements in Clause 16; otherwise the Technical Proposal will be disqualified.

16 Submission of Proposal

- 16.1 Proposers should deliver their proposals, in the format specified in Clause 15 "Format of the Proposal", by email only to the following email address no later than the closing time of 1.00 p.m. of 16th July, 2020 (Hong Kong Time): spa@hkbu.org.hk
- 16.2 The Technical Proposal and the Price Proposal must be submitted to the HKBU by two separate emails **in accessible Word format**:

For Technical Proposal, the email subject to read: "Development of online multimedia Platform—Technical Proposal"

For Price Proposal, the email subject to read: "Development of online multimedia platform—Price Proposal"

- 16.3 Proposers must not include any pricing information in their Technical Proposals.
- 16.4 Failure to comply with the above submission requirements would render the submission disqualified.
- 16.5 Late submission or incomplete proposal will not be considered by the HKBU. It is the responsibility of Proposers to ensure that their proposals reach the HKBU at the above email address before the stated closing time, taking into account circumstances such as file size or internet delay, and they must not copy their proposals to any personnel at the HKBU.
- 16.6 In case a typhoon signal No. 8 or above is hoisted or black rainstorm warning signal is in force for any duration between 9.00 a.m. and 1.00 p.m. the RFP closing date, the RFP closing time will be postponed to 1.00 p.m. on the next working day.

17 Criteria of Assessment

- 17.1 The assessment shall be carried out in two stages. It is intended to award the contract to the proposer with the <u>highest total score obtained in Stage 2 assessment</u>. The evaluation criteria are summarized as follows:
 - (a) Stage 1 Proposer shall be shortlisted according to the following evaluation criteria. Any submission with total score less than the passing mark 50 will not be further evaluated.

Evaluation Criteria (Stage 1)	Weighting
(1) Proposer's past relevant experience	30%
(2) Design creativity and appropriateness of the overall design of	70%
online multimedia platform as proposed by the proposer in fitting	
the intended purpose of HKBU	
Total	100%

(b) Stage 2 – The three proposers with the highest total score in Stage 1 assessment shall be evaluated by a second assessment panel. The second assessment panel shall make their decision according to the following evaluation criteria. A technical and price weighting ratio of 70:30 shall be employed on assessing the proposal submission. The shortlisted proposers may be required to make a presentation before the second assessment panel (the exact date and time to be advised at least three working days before the scheduled presentation). No additional price or expenses shall be charged for the presentation by the shortlisted proposers.

Evaluation Criteria (Stage 2)	Weighting
(1) Technical Proposal	
Design creativity and appropriateness of the overall	70%
design of online multimedia platform as proposed by the	
proposer in fitting the intended purpose of HKBU	
(2) Price Proposal	30%
Total	100%

18 Enquiry

In case of queries regarding this quotation document, please contact:

Mr. Lau Shing Kwan Project Manager

Tel: 3615 1041

Email: sklau@hkbu.org.hk

In case of queries regarding the Service Required, please contact:

Mr. Terry Wong Project Manager Tel: 39960760

Email: terrywong@hkbu.org.hk

Hong Kong Blind Union June 2020

*** END ***

Annex I

Consent to Disclosure

To: Hong Kong Blind Union

Re: Quotation on Development of Online Multimedia Platform for the Hong Kong Blind Union

We, [insert the name of the company], hereby irrevocably authorise, consent and agree that the Hong Kong Blind Union may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to us, disclose to any person in such form and manner as the Hong Kong Blind Union deems fit:

- (a) The fees, costs and expenses payable by the Hong Kong Blind Union for engaging us; and
- (b) The price proposal submitted by us on [insert the relevant date].

We hereby waive and forego our right, if any, to make any claims against the Hong Kong Blind Union for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the Hong Kong Blind Union.

Name of Proposer	: -	
Signature of person authorised to sign this form		
	_	Company chop
Name in block letters	: _	
Position	: _	
Date	: _	
Tel No.	: _	
Fax No.	:	

*** End of Annex I ***

Annex II

Schedule of Compliance

I / We confirm that the services offered do comply with the required specification			18
Name of Proposer	:		
Signature of person authorised to sign quotation	: .	Company chop	
Name in block letters	:		
Position	:		
Date	:		
Tel No.	:		
Fax No.	:		

*** End of Annex II ***

Annex III

Proforma of Proposer

1. Proj	poser	
1.1	Name of Proposer:	
1.2	Contact Person:	
	(Name)	
	(Tel. No.)	
	(Fax No.)	
	(E-mail)	
	(Address)	
1.3	No. of Full-time Staff:	
2. Exp	erience	
2.1 Meri	ts will be given to Proposer t	hat able to provide solid track record in related projects in

	System/Project Name	Client	Project Period	Project Description
			(From month/year	
			to month/year)	
1.				
2.				
3.				

3. Key Person

3.1 Please provide the information of 3 key members from your company, including professional qualifications (if any)

	Name	Title	Professional Qualification
1			
_			
2			
3			

*** End of Annex III ***

Annex IV

Design architecture

Please layout the design architecture. And for any supplementary offerings, please list down below. Please describe the details of the functions and briefly state the technologies the developer is going to use for each of the features and how high flexibility for future additional features/components can be adopted.

*** End of Annex IV ***

Annex V

An Implementation Plan and Schedule of the Services

Please propose timeframe for the development that meet the Project Milestone. Please provide the project schedule by Month Number, e.g. Month 1 is the 1st month since the formal project commencement.

***End of Annex V ***

Annex VI

Price Proposal

Proposer shall fill in <u>ALL THE BLANKS</u> below. The fees quoted below shall be considered as all-inclusive. This documents only include in the PRICE Proposal envelope.

Core Services:

Item	Description	Daily Rate (i.e. Hourly Rate x 8) (HKD) (a)	Sub-total (HKD) (a) x (b)
1	Development cost of online video channel on website platform		
2	Development cost of the centralized content management system		
	Total:		

Additional Services:

Item	Description	Sub-total
3	Yearly maintenance service for above items 1 and 2 (in	
	first 3 years)	
4	Other service charge, please list in detail	

Free Warranty Period

The duration of free warranty period up. Nursing, will be months.	pon the completion of the project, i.e. e	nd of System
Exact Name of Payee		
Name and Signature of Authorised Representative (with Company Chop)		
	(Name:)
Name of Company		
Date		

*** End of Annex VI ***

Annex VII

Please complete the below session and return to Hong Kong Blind Union (email: spa@hkbu.org.hk) if you are unable to submit the proposal.

To: Hong Kong Blind Union

With reference to your invitation to RFP (Ref: HKBU/2020/SPA01) for development of Online Multimedia Platform for Hong Kong Blind Union **closing date 16th July 2020**, I regret that I am unable to quote due to the following reasons: (please tick against the box where applicable)

Reason	Remarks (if any)
Requirement is out of our range of supply/service.	
Required specification cannot be met.	
Development timeline cannot be met.	
RFP closing date cannot be met.	
Others (Please specify)	

Signature	 Company Chop
(Name in block letter)	 (Name of company)
Date:	

*** End of Annex VII ***