

Request for Proposal – Livestreaming Services



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20th National Aboriginal Hockey Championships

SECTION 1: INSTRUCTIONS TO PROPONENTS	2
1. BACKGROUND	2
2. OBJECTIVE.....	2
3. OVERVIEW.....	2
4. RFP SCHEDULE.....	2
5. THE SCOPE OF SERVICES REQUIRED	3
6. PROPONENT QUALIFICATIONS.....	4
7. PROPOSAL REQUIREMENT.....	4
8. PROPOSAL SUBMISSION GUIDELINES.....	5
9. PROPOSAL CONDITIONS.....	5
10. PROPOSAL EVALUATION.....	6
11. PROPOSAL AWARD.....	6
12. GENERAL CONDITIONS OF CONTRACT.....	6
SECTION 2: PROPOSAL FORM	7
1. PROPOSAL FORM “A” SUBMISSION FORM.....	7
SECTION 3: GENERAL CONDITIONS OF PROPOSAL.....	9
SECTION 4: GENERAL CONDITIONS OF CONTRACT.....	11

ATTACHMENTS

ATTACHMENT A – SAMPLE SERVICES

ATTACHMENT B – DRAFT HOCKEY SCHEDULE

SECTION 1: INSTRUCTIONS TO PROPONENTS

1. Background

The Aboriginal Sport Circle established the National Aboriginal Hockey Championships (NAHC) in 2002 to serve as the premiere competition for young Indigenous hockey players in Canada.

The NAHC provides a forum for elite U18 male and female Indigenous youth and attracts participation from First Nation, Inuit and Metis across thirteen provinces and territories.

This annual event helps foster cultural unity and pride to celebrate the athletic abilities of Indigenous athletes from across the country.

Winnipeg won the bid to be the host city for the 20th anniversary of the National Aboriginal Hockey Championships in 2023. This week-long event from May 7 – 13 takes place at the Seven Oaks Arena located on 745 Kingsbury Avenue, Winnipeg, Manitoba. The 20th anniversary of the NAHC will be celebrated in 2023.

2. Objective

We are seeking proposals from qualified broadcasting production companies to supply and manage the Livestreaming production services for the 2023 National Aboriginal Hockey Championships (NAHC). These services will be required across two ice pads at the Seven Oaks Arena.

The goal is to cover all hockey games, and opening and closing ceremonies for families and communities to watch across the country. Attendance expectations are high.

The successful proponent will work with the chair/co-chair of the NAHC Host Committee (Host) to execute the overall requirements of Livestreaming production services for the NAHC in 2023.

3. Overview

The Host maintains full discretion over this RFP process and the award. It is the Host's sole discretion which proposal provides the best value and is in the Host Committee's best interest.

4. RFP Schedule

The following is the intended schedule for the proposal process. Proponents should comply with this schedule unless otherwise notified of any changes.

Activity	Date
RFP Posted	Monday, December 12, 2022
Deadline for questions regarding submissions of proposals	Tuesday, Jan 3, 2022
RFP Closes	Friday, Jan 13, 2022 (5:00 pm CST)
RFP Awarded	Within two weeks of closing date
Project Start Date	May 7-13, 2023

5. The Scope of Services Required

The contract that results from this process will consist of pricing for livestreaming production of all NAHC hockey games and opening and closing ceremonies. This listing is not intended to be all-inclusive. See **Attachment A** - Sample Services and **Attachment B** - DRAFT Hockey Schedule for more information.

Services and deliverables will include but are not limited to the following:

- Pre-event logistics planning
- Provide all equipment and resources, necessary to livestream the NAHC, including cameras and production crew for production. List all subcontractors in proposal.
- Hockey games are played on two ice pads at one facility (Seven Oaks Arena)
- Livestream all hockey games (44) in the NAHC (7 days)
- Livestream opening and closing ceremonies (up to 45 minutes each)
- Livestream Puck drops and save as mini videos for sponsors
- Manage livestreaming platform (vimeo recommended) and provide video embeds of each game for tournament website where the audience can view free of charge. Website is provided by the Host - www.nahc2023.ca
- Integrate ambient microphone on each ice pad placed in location to capture game audio and crowd cheers
- Integrate a digital scoreboard on livestream
 - Customize scoreboards (where applicable)
- Ability to integrate commentator audio
 - Provide options for commentary of hockey games
- Multi-camera production environment with video switching
- Instant replay of at least 1 angle
- 2 operated cameras and 2 locked off wide cameras per ice pad
- Extra production to be added to medal games on last day with addition of 2 corner cameras
- Identify advertising opportunities for sponsors
- Integrate sponsor content (video and graphics) into livestream
- Integrate player/coach/team content (video and graphics) into livestream
- Provide archival services
 - Ability to watch on demand during NAHC event
 - Provide external hard drive (or equivalent) of events following the event
- Provide viewer analytics
 - Daily updates
 - Full geographic reporting (following the event)
- Post-event reports and review with NAHC Chair/Co-Chair. Include sample report outline. Final report content to be determined between the Host and the company prior to contract execution.
- Must be flexible and accommodating to last minute request and changes to schedule.

Additional information about the opening and closing ceremonies:

- Ceremonies will take place on one ice pad and should last no longer than 45 minutes
- All Teams will be on the ice (as opposed to sitting in the stands)
- Indigenous prayers and celebrations – dancing, singing, drumming

6. Proponent Qualifications

The proponent must process the following qualifications and experiences:

- Experience livestreaming hockey games.
- Experience working with Indigenous community and cultural events.
- Experience in senior management of staff, volunteers and contractors in a deadline drive setting.

7. Proposal Requirements

1. The proposal must include the following:
 - a) *Understanding of Requirement:* Provide a brief understanding of the requirements and how the proponent will address these requirements.
 - b) *Proponent's Approach:* A description of the proponent's approach to effectively manage this project and achieve the project objectives must be included.
 - c) *Resume, References and Previous Project Descriptions:* A maximum of three (3) references of similar project experience, along with descriptions of the projects and services provided and results should be included. Please provide a name and contact information for each referenced project.
 - d) *Project Schedule:* The proponent must provide a project schedule for this Statement of Work, including the sequence of activities, milestones and timing required successfully deliver the effort outlined in Section 5 – The Scope of Services Required.
 - e) *Financial Proposal:* provide a cost summary for the required services to successfully plan and deliver the livestreaming production outlined in this RFP.
2. Communications regarding the submissions of proposals are to be directed to: Wendy Creed (NAHC Chair) Email: wlcreeed@gmail.com
3. The deadline for questions regarding submissions of proposals is Tuesday, Jan 3, 2022. The Host reserves the right not to respond to inquiries made after that date.
4. Inquiries and responses will be recorded and distributed to all Proponents at the discretion of the Host. Understand that information obtained from any other source is not official and may be inaccurate. Proponents agree not to rely on information from any other person in connection with this RFP.

5. If a proponent is of the view there are discrepancies or omissions in the RFP documents, or any clarification is required, the proponent is to contact the NAHC Chair. The NAHC Chair will respond in writing or, if in agreement there is a requirement for amendment or clarification, will issue an addendum.
6. The Host may, up to seven (7) business days prior to the closing date and time, issue additional information, clarification, or modifications to the RFP by written appendices issued by the NAHC Chair or their designate only. It is the proponent's sole responsibility to ensure they have received all appendices prior to submitting their Proposal. It is the proponent's responsibility to monitor the website and download all information. Any appendices become part of the proposal documents, and the proponent, in Section 2 on Proposal Form "A", shall acknowledge receipt of appendices.
7. If a proponent wishes to verify a proposal has been received prior to the closing time, the proponent may contact the NAHC Chair. The proponent must identify the company name before this information will be released. No other information concerning the proposal will be released.
8. Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted prior to the closing time.
9. Proposals submitted by individuals or corporations are to be signed by such individuals in the presence of a witness. Proposals submitted by partnerships should be signed by all partners in the presence of a witness.
10. The goods are for the use of, and are being purchased by the Host, and are therefore subject to PST and GST Sales Tax.

8. Proposal submission guidelines

Proponent may submit their proposals digitally to: wlcreed@gmail.com

The Proponent should include a PDF file labelled: "NAHC 2023 Livestream RFP Submission_(Your Name)" and contain the following at a minimum:

- a) Proposal Form "A"
- b) Understanding of Requirements
- c) Proponent's Approach
- d) Resume, References and Previous Project Descriptions
- e) Project Schedule
- f) Pricing Schedule

9. Proposal Conditions

This is an invitation for proposals and not a tender call. No contract is formed by the submission of a proposal in response to this RFP. The Host may:

- Modify or amend the RFP including requirements, the scope of services, or any other terms, whether material or not, and may cancel or suspend this RFP.

- Not necessarily accept the lowest price, the highest ranked, or any proposal, and may reject or accept any or all proposals.
- Negotiate a final offer with the selected proponent.
- Reject a proposal that fails to meet the requirements of this RFP.
- Assess any proposal with criterion or factors considered appropriate by the Host and select any proposal, which the Host considers to offer the best value and to be in its best interests.
- Accept any proposal which in any manner, whether substantially or not, fails to comply with any of the requirements of this RFP, whether or not such requirements are expressed in mandatory terms, or such non-compliance is substantial.
- Negotiate one or more of the highest ranked proposals with respect to fee, the scope of services of any other component of such proposal(s).

10. Proposal Evaluation

All RFP submissions will be opened after the closing date. The proposals and financial information will be reviewed and evaluated.

A meeting with the top proponents and the Host may be required to clarify proposal details.

11. Proposal Award

Award of this proposal will result in the signing of a contract by the successful proponent in a form acceptable to the Host in its sole discretion and agreed between the Host and the successful proponent.

12. General Conditions of Contract

For the assistance of Proponents only, and subject to the terms and conditions of this RFP, Section 4 sets forth anticipated General Conditions of Contracts.

SECTION 2: PROPOSAL FORMS

1. Proposal Form "A"

NAHC Livestream Submission Form

- a. I/We hereby submit a Proposal for the 2023 National Aboriginal Hockey Championships Livestream proposal in accordance with the requirements of this RFP.
- b. I/We have carefully examined all the contents of this RFP, including the RFP terms and conditions.
- c. In the event of my/our proposal being accepted, I/We agree to enter into a contract with the NAHC Host Committee.
- d. I/We acknowledge receipt of, and have taken into consideration the following addenda issued during this Request for Proposals: # _____ # _____ # _____ # _____
- e. Proposal Closing Time: December 30, 2022 (5:00 pm CST)
- f. I/We acknowledge the proposal scores will be finalized based on the results of all the factors outlined in the proposal package and that the Evaluation Committee will select a proposal which provides the Host Committee with the best value and which the Host Committee determines is in its best interests.

PROPONENT'S FULL REGISTERED BUSINESS NAME:

PROPONENT'S FULL BUSINESS ADDRESS: _____

BUSINESS LICENSE #: _____ TELEPHONE NUMBER: _____

PRINTED NAME: _____ TITLE: _____

PROPONENT SIGNATURE: _____ CELL: _____

PRINTED NAME: _____ TITLE: _____

PROPONENT SIGNATURE: _____ CELL: _____

Attested to and delivered on behalf of the Respondent this _____ day of _____, 2022 in the presence of:

WITNESS SIGNATURE: _____

PRINTED NAME: _____



Signing Authority for Proposal Form "A"

Sole Proprietorship: Sole Proprietor to sign in the presence of a witness who will also sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to sign in the presence of a witness or witnesses who will also sign where indicated. Insert the word "Partner" against each signature under Title(s).

Limited Company: This Form must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so. When this form is signed by officials other than the President and Secretary of the Company a copy of the bylaw or resolution of the Board of Directors authorizing them to do so must be submitted with the proposal/proposal documents.

SECTION 3: GENERAL CONDITIONS OF PROPOSAL

1. Invoices

The invoice shall be forwarded to the Chair of the NAHC Host Committee.

2. Quantity

The Host is not bound by any quantity indication against this agreement. This Agreement shall be limited to the actual goods and services contracted for.

3. Authorization of Delivery

The Host shall request delivery of goods or services by letter, telephone or email with reference to a Purchase Contract number.

4. Host Representatives

NAHC Chair, Wendy Creed and NAHC Co-Chair, Mel Whitesell

6. Delivery

Delivery shall be when requested by the Host and take into account the schedules and dates committed to the Host by the proponent.

7. Withdrawal

Either party may terminate this agreement upon 30 calendar days' written notice. Notwithstanding the above, the supplier shall be liable to supply in accordance with any Purchase Contract made prior to the withdrawal.

8. Contract Ethics

The supplier shall ensure that no employee or representative of the supplier shall offer or extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or volunteer of the Host. The supplier undertakes to inform the Host of any attempts to seek any such favors.

9. Audit

The Host reserves the right to audit, at any time, this Agreement and the contract flowing from it. This audit may take place at the supplier's location after reasonable notice has been provided.

10. Amendments

The goods and/or services described in this Agreement and the conditions under which a contract is to be made will not be modified, changed, altered, or amended without instructions from the NAHC Chair.

11. Copyright

No part of the request for proposal contract /documents may be copied, translated or otherwise reproduced without written permission of the 2023 National Hockey Championships (NAHC) Committee.

If ownership of all right, title and interest in the world-wide copyright and other intellectual property rights in the Deliverables does not otherwise vest exclusively in the 2023 NAHC, the Contractor hereby assigns to the 2023 NAHC Committee, and upon the future creation thereof, automatically assigns to the 2023 NAHC Committee, without further consideration, all rights, title and interest in and to the copyright and other intellectual property rights in the Deliverables.

All physical media, including printed materials, disks, tapes of other physical media (the “Media”) on or in which the Deliverables are expressed, embodied, or reproduced will be the property of the 2023 NAHC Committee. Without restricting the generality of the foregoing, the property in the Media will vest in and be owned by the 2023 NAHC Committee as soon as any Deliverables are created or written pursuant to this Agreement and are entered on the Media.

SECTION 4: GENERAL CONDITIONS OF CONTRACT

The Host anticipates that contracts will include schedules including the following terms:

1. Time of essence

Time is of the essence of this Contract. Tournament takes place May 7-13, 2023.

2. Completion

This contract will be for the completion of the requirements as described in Section 1.

3. Confidentiality

The Contractor will treat as confidential and will not, without the written permission of the Host, publish, release or disclose or permit to be published, released or disclosed either before or after termination of this contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this contract. The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the contract, are strictly controlled, to the satisfaction of the Host.

4. Performance

The performance under this Contract is to be carried out to the complete satisfaction of the Host.

5. Governing law

This Contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in Manitoba

6. Laws, permits and by-laws

The Contractor will comply with all laws and regulations applicable to the place of the work, whether Federal, Provincial, or Municipal and will pay for all permits and certificates required in respect of the contract.

7. Business license

The Contractor will provide proof of a business license appropriate for the location of the work on the contract.

8. Workers' compensation, health & safety board

The Successful Contractor must provide a "Letter of Good Standing" from the Workers' Compensation, Health & Safety Board prior to first payment and a "Letter of Clearance" from the Workers Compensation Board prior to the last payment.

9. Interpretation

Should any dispute arise concerning the meaning or intent of the Contract, the Host will make a decision which will be final unless the Contractor disputes such decision by a written notice within 10 days of such decision whereupon the dispute will be resolved according to DISPUTES below.

10. Disputes

If a dispute cannot be resolved immediately by the Host's decision or negotiation between the parties, the dispute may be:

- referred by either party for mediation before a Project Mediator 10 days after commencing negotiations; and,
- referred to arbitration 10 days following the end of such mediation. If neither party requires mediation or arbitration within 10 days after a written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both agree to proceed to mediation or arbitration notwithstanding that other necessary parties will not be bound by any resolution of this dispute.

11. Execution of the work

The Contractor will, for the stated contract price, provide all necessary labour, materials, tools and equipment and will carry out in a timely and workman like manner and to the satisfaction of the authorized representative of the Host, the work set out under description of the work and more particularly described in the specifications.

12. No assignment

Without the prior written consent of the Host, the Contractor will not assign or sublet this Contract or any of the Contractor's rights, benefits or moneys accruing hereunder, and any such assignment without such consent will be void.

13. Changes

Changes to the contract will only be made on receipt of written instructions from the Host. Any resulting adjustment to the contract price will be agreed upon by the Host and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.

14. Delay

No payment will be made for extension of the completion date for the contract given to the Contractor for delay encountered during the execution of the contract unless such delay was due to causes beyond the control of the Contractor.

15. Suspension of work

In the event that work on the contract is suspended, the Contractor will arrange for protection of the work as directed by the Host. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.

16. Termination

The Host may, upon 30 days' notice in writing to the Contractor, suspend or terminate the Contract at any time for reasonable cause. The Host's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made.

17. Co-operation and making good

The Contractor will perform work under the contract with minimum disturbance to personnel and the public and ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project is protected.

18. Property at the 2023 National Aboriginal Hockey Championships

The Contractor will be liable to the Host for any loss or damage to any property at the NAHC event arising out of the performance of the contract providing such loss arises from causes within the Contractor's control.

19. Payment

As part of the Agreement, the Host will negotiate payment schedules and methods. The Contractor will submit invoices as mutually agreed. Subject to verification by the NAHC Chair/Co-chair, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days after receipt thereof.

20. Deductions

The Contractor will pay all claims for wages and all other claims in respect of the contract as and when such claims become due. The Host may deduct from moneys owing to the Contractor such sums including: any sums owing by Contractor to the Host any outstanding wages owing to persons employed to perform the contract; any assessments of the Workers Compensation Board or the Employment Insurance Commission relating to the contract; and any claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Host determines to be valid and enforceable.

21. Workers

All workers will be competent and qualified to do the work. The Contractor will be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the Workers' Compensation Act (Manitoba), Employment Insurance Act, Income Tax Act and Canada Pension Plan.

22. Indemnification

The Contractor will indemnify and save harmless the Host from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from the carrying out of the work or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees and whether occasioned by the negligence of the Contractor, subcontractors or their agents or employees.

23. Insurance

The Contractor will maintain the following insurance policy with minimum limits of liability as specified herein and in forms and with insurers acceptable to the Host during the period of time the Contract is in force and during any warranty period stated in this contract.

Comprehensive General Liability Insurance, occurrence form, (liability limit \$2,000,000 per occurrence) covering bodily injury and property damage, directly or indirectly arising out of the performance of this contract containing the following provisions:

- including the Contractor's premises, property and operations.
- contingent liability with respect to the Contractor's subcontractors.
- contractual liability covering the Contractor's liability (for bodily injury and property damage) under this Contract with the Host.

The policy will state that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Host. Any deductible will be borne by the Contractor. The Host will be specified as an additional insured on all insurance policies contemplated in this contract.

Once the contract is signed, the contractor will be requested to provide to the Host a certificate of insurance confirming the existence of the required insurance.

24. Access to work

The Contractor will permit the Host or its representatives to have access to the work at all times during the execution of the work and will cooperate fully with other contractors or workers at the Seven Oaks Arena.

25. Security requirements

Where in the opinion of the Host, it is in the public interest to obtain security to ensure the due performance of this contract, the Host may require security, in such form and such amount as the Host specifies.

26. Ownership and copyright

The Hosts are the sole owners of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any other use without the written approval of the Host.