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Request for Proposal for Streaming Media Player by Nederlandse Publieke Omroep

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PREFACE

General information about the Contracting Authority

The Dutch Public Broadcasting Corporation (hereinafter NPO) ensures a broad public broadcasting system with rich and varied programming for viewers and listeners from all sections of the population. We provide programming on all public networks and channels and arrange for distribution of our programmes via radio, television, internet and (digital) themed channels.

The NPO has set an ambitious course, responding to new media behaviour, globalisation and digitisation. Together with the broadcasters and programme makers, the NPO is continuously working to innovate, and we emphatically seek interaction with the viewers and listeners.

More background information about the NPO can be found at:
<http://over.npo.nl/missie-en-visie>



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DEFINITIONS

In addition to or by way of derogation to the applicable NPO General Terms and Conditions for IT Contracts 2018, the following meanings apply to the terms set out in this Annex.

Combination	A partnership of companies collaborating for the occasion to jointly submit a Tender for this Agreement, whereby each participating company in the partnership is jointly and severally liable to the Contracting Authority for the correct execution of the Assignment.
Final Acceptance	Acceptance by the Contracting Authority of the Performance in its entirety.
Suitability Requirements	The conditions on the basis of which the Contracting Authority assesses whether the Tenderer has sufficient financial and technical competence to be able to carry out the Assignment.
Award	The selection by the Contracting Authority of the Tenderer with whom he intends to conclude the Agreement or the choice by the Contracting Authority not to proceed with a Tenderer
Award Criteria	The conditions used by the Contracting Authority to assess which Tender is the most economically advantageous tender (MEAT).
Main Contractor	The Tenderer who is liable to the Contracting Authority for the execution of the Assignment, regardless of whether he relies on Subcontractors.
Implementation Phase	The phase necessary to achieve all of the actions and measures to make the Organisation of the Contracting Authority suitable for the Agreed Use of the Product and/or Software.
Tenderer	A legal entity which has submitted a Tender following the Request for Proposal.
Tender	The total of all replies and documents submitted and uploaded by a Tenderer onto the Platform in response to the Contracting Authority's Request for Proposal.
Request for Proposal	The total of all questions and documents published in the Platform under the title and reference stated on the tab of this document, on which the Tenderer has based his Tender.
Subcontractor	A third party, who as a natural or legal person is engaged by the Main Contractor to carry out (a substantial part of) the execution of the Assignment



	under the responsibility and direction of the Main Contractor. Subcontractor is also understood to mean a subsidiary or sister company.
Enterprise	The legal person of the Tenderer submitting this Tender.
Contracting Authority	Nederlandse Publieke Omroep (Dutch Public Broadcasting Corporation) (NPO)
Contractor	The Tenderer to whom the Contract is definitively awarded and who has committed himself to the execution of the Assignment through the Agreement.
Agreement	The agreement, including Annexes, between the Contracting Authority and the Contractor regarding the Streaming Media Player.
Party(ies)	Contracting Authority or Contractor jointly or individually.
Price Sheet	The section of the Tender in which the Tenderer sets out the prices and rates he is offering for the performance of the Assignment and which forms part of the Agreement as an Annex.
Total score	The scores for all the Award Criteria added together which the Tenderer has achieved with his Tender.
Grounds for Exclusion	The Grounds for Exclusion as set out in the European Single Procurement Document (ESPD), which is included as an Annex to the Request for Proposal.
Extension	The period of 2 times 2 years to renew the Agreement after the expiry of the initial term of 4 years.
Amendments	Amendments to the Agreement, not limited to the Assignment.

1 Description of the Requested Services

This chapter provides background information to allow the Tenderer to provide answers to the requirements.

1.1 The Contracting Authority

Stichting Nederlandse Publieke Omroep (NPO)

The Dutch Public Broadcasting Corporation (NPO) connects and enriches the Dutch public with programmes that inform, inspire and amuse.

Within the Dutch Public Broadcasting system, the tasks and responsibilities of the broadcasters and the NPO organisation are clearly defined. The broadcasters produce the programmes and are responsible for their content. NPO coordinates the programming of all networks, channels and online channels and ensures the distribution and broadcasting of the programmes. In addition, policy making and accountability are among the core tasks of the NPO organisation. NPO draws up the programming policy within the framework of the Media Act and is responsible for the realisation of the joint goals of the entire public broadcasting system. In addition to these core tasks, NPO provides a number of overarching activities, such as subtitling, the management of rights contracts, the purchase of foreign programmes and the sale of its own Dutch formats, public research and marketing for the TV networks, radio stations and online NPO channels.

1.2 Purpose of the Request for Proposal

The purpose of the Tender is to conclude an Agreement with a maximum of one supplier for the delivery of the streaming media player and Quality of Experience. This is a player that allows streaming audio and video content produced by the public broadcasters to be displayed on NPO touchpoints, such as NPO Start, Sites & apps, BVN, broadcasting sites etc.

The intention is for the Agreement to take effect on 9 November 2021 and to run for a term of four [4] times one year with the option to renew twice [2] for two [2] years.

1.3 Planning

All dates in this and following documents are in the format: DD/MM/YYYY

Activity	Date
Publication	06/08/2021
Submission of Questions	03/09/2021
Publication of Answers	10/09/2021
Submission of Questions 2 nd round	17/09/2021



Publication of Answers	24/09/2021
Final Submission of Tenders	08/10/2021 – 9:00
Verification Call	19/10/2021
Intention to Award / Reject	20/10/2021
Standstill Term	20 days
Final Award	09/11/2021

1.4 Current Situation

NPO and the Dutch public broadcasters use custom-built players for IOS, Android, Smart TV, set-top box and web platforms. These adaptive streaming players are used for VOD and AOD. In total we had 755mio - 850mio stream starts in the year 2020 and are expecting a growth rate of 15% per year.

Currently the NPO uses the following stream types: HLS, SMOOTH, DASH and progressive for audio including the DRM types of Google Widevine, Apple Fairplay and Microsoft PlayReady. The players support Chromecast, airplay, add insert (pre-roll), multiple subtitles streams, thumbnail scrubbing and graphics overlay for UX purposes.

For reference, please check our website and APPs:

<https://www.npostart.nl>

<https://play.google.com/store/apps/details?id=nl.uitzendinggemist&hl=nl&gl=US>

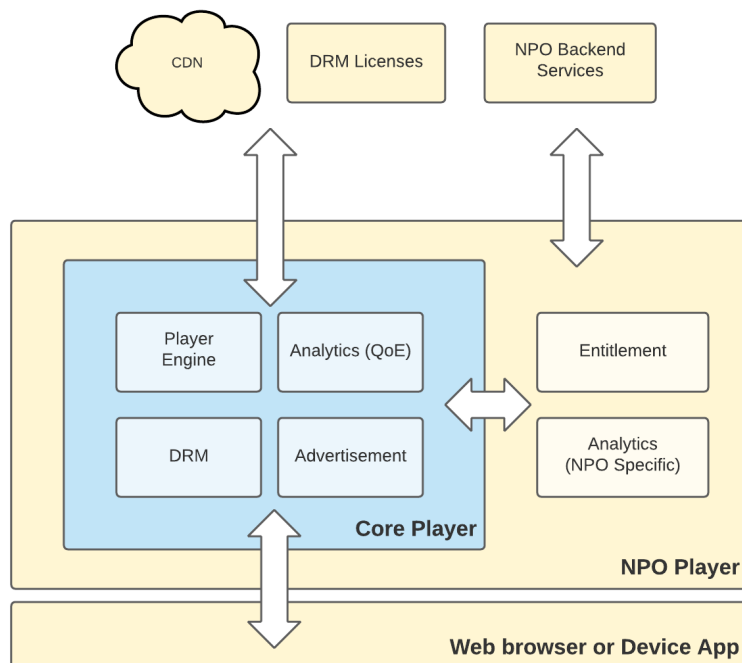
<https://apps.apple.com/nl/app/npo/id323998316>

1.5 Deliverables

NPO started an in-house development from scratch for a brand new NPO-Start application. One of the most important aspects is the ability to watch NPO's content anytime on any platform at the highest quality level possible. For this aspect and other aspects as listed in Section 1.2 of this document, NPO is looking for a flexible, A-grade, multi-platform streaming video player.

This document is intended to provide a comprehensive overview of the required and desirable features of the player component.

Below is a diagram with a simplified view of the NPO application (i.e. NPO Start) and its components. We distinguish between the Core Player and the NPO player because we want to have an 'off the shelf' product for the Core Player and plan to have a layer around the Core Player to facilitate NPO specific (or custom) functionality.



The diagram consists of the following building blocks:

- **The Core Player**, indicated in blue. This is what the rest of this document is all about and NPO wants to purchase.
- **The NPO Player**. This is a small functional component (or layer) wrapped around the Core Player. It facilitates specific or custom functionalities that are shared in common by the NPO and all its broadcasters. The NPO Player is used by broadcasters in their own products.
- **The Application**. This can be, depending on the platform, a web application or native application that interacts with the user and uses the NPO-Player to play the streaming audio/video.

1.5.1 Definition of the Core Player

The Core Player is the minimal set of requirements for a universal and flexible streaming player for NPO Start and our public broadcasters. It needs to support the widest possible range of formats of Audio and Video and be able to integrate with any CDN, exchange DRM Licenses with any License Server, handle commercials, support analytics like SKO (Dutch viewer audience measurement service) and Quality of Service (QoE) and have the capacity to interconnect with external analytics partners like TOPSPIN and AT-Internet.

The Core Player API **must** be functionally the same for all platforms. The Core Player API will not handle login for users, manage privacy settings or display specific metadata. This is controlled by the Web browser or Device App.

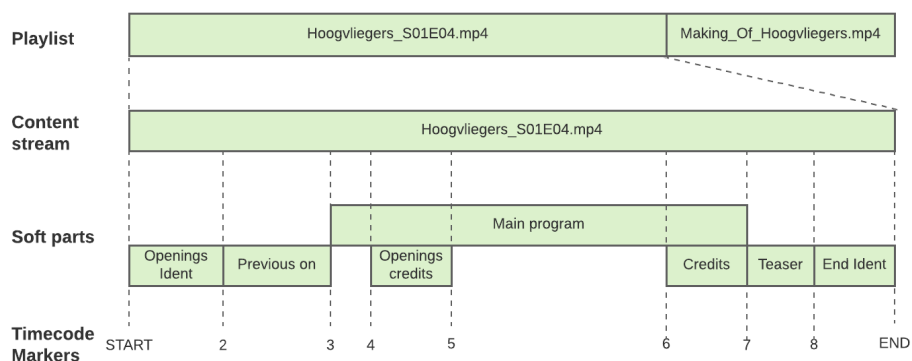
1.5.2 Quality of Experience Definition

Quality of Experience gives real-time insight collected from the video chain concerning the performance. QoE must provide us with insight into where Player-related problems are occurring, or performance is lacking. In the QoE service we must have access to reporting, real-time alerting and dashboards to check performance and issues across the overall chain down to user level. Dashboards and reporting must provide insight on a technical level but also be useful for our customer care. Access roles and user levels should make it possible to show different dashboards for specific reporting.

1.5.3 Definition of Streams

In the following chapters, terminology is used to indicate parts of a content stream (soft parts) or the relation between streams (playlist). These parts are indicated by timecode markers which are not part of the stream itself but are provided via an API, same for playlists.

The Player should be able to play these parts, given these timecodes. Timecode markers can for example be used for use-cases such as: show a button "Skip intro" during the playback of the intro. The Player will then skip to the end marker of the intro.



Other examples of parts are:

- In a case of binge watching the "Main Program" is the part of the stream that will be played for each episode during bingeing. The "Main Program" can contain segments and markers.
- The opening credits, which have timecode markers #4 and #5, can be played or skipped.
- Playlist. A playlist is a combination of multiple content streams. Each stream can contain soft parts and Timecode Markers.

2 General Conditions of Tender

The following General Conditions of Tender are applicable to this Request for Proposal (RFP). The RFP, attached documents or documents referred to in the tender documents, may contain reference to technical specifications, specific (technical) standards or specific (technical) abbreviations.

PLEASE BE ADVISED THAT ALL OF THESE REFERENCES SHOULD BE READ AS “**OR EQUIVALENT**”. IF AN EQUIVALENT IS OFFERED, TENDERER SHALL INCLUDE CONCLUSIVE DOCUMENTATION DEMONSTRATING THE EQUIVALENCE. IN THE EVENT THE EVIDENCE OF EQUIVALENCE IS NOT RECOGNIZED IN THE DUTCH COURT, EITHER MATERIALLY OR AS A RESULT OF INSUFFICIENT STATEMENTS AND/OR ACTIONS BY THE TENDERER WHO SUBMITTED THE EQUIVALENT, TENDERER SHALL BE LIABLE FOR ALL OF NPO’S COSTS (DIRECTLY OR CONSEQUENTIAL).

2.1 Formal Conditions, Commitments, Undertakings

Variations are NOT permitted. Tenderers are advised to read carefully all Requirements stated in this RFP and comply with them when submitting their Tender. The headings in the RFP are for ease of reference only and shall not affect its interpretation.

Use of the English language

The Tender and all correspondence relating to it must be in the English language only. All correspondence received in another language (including Dutch) shall be disregarded.

Dutch Procurement Law

This Tender is subject to the rules of the European Procurement Law 2012, specifically the open procedure (‘openbare procedure’). The award of the Contract will take place after a tender procedure that consists of one phase.

Tender Procedure

All proposals submitted by the Applicants will first be assessed against the Grounds for Exclusion and Suitability Requirements (the Grounds for Exclusion and Suitability Requirements are further described in Chapter Three (3)). After this first assessment, the proposals and Applicants that meet the requirements will be assessed against the selection criteria. The Contract will be awarded on the basis of the award criterion “Most Economically Advantageous Tender”.

2.1.1 Certification of Free Competition and Acceptance of Evaluation Methodology

2.1.1.1 *Flaws, Errors or Inconsistencies*

Tenderer must immediately bring any flaws to the attention of NPO - errors or inconsistencies that Tenderer believes he has discovered in this RFP, including the Schedule of Requirements, and in any other tender documentation provided by NPO. Failure to comply with the provisions of this article shall preclude Tenderer from



challenging the results of this tender procedure at any court or other authority whatsoever.

2.1.1.2 *Acceptance of the Evaluation Methodology*

By submitting a Tender, Tenderer expressly accepts the tender evaluation methodology employed by NPO and Tenderer waives any rights to challenge the results of such tender evaluation at any court or other authority whatsoever.

2.1.2 ***Restriction on Publicity***

Tenderers are not permitted to refer in their publicity to the fact that they have been invited to tender, are tendering or have tendered, until after notification of the result of the tender procedure and upon approval by NPO.

2.1.3 ***Period for Tender Preparation***

The closing date for submission of a Tender is 08/10/2021 at 9:00 AM CET. Extensions of this period requested by the Tenderer shall be considered by NPO. NPO reserves the right to deny any request for an extension of the closing date.

2.1.4 ***Negotiation Prior to Contract Award***

In the event no acceptable Tenders have been received by NPO, NPO is entitled to, and may, follow the tender procedure described in the European Procurement Directive, 2004/18/EC, Article 30. Based on the Dutch Clauses of the draft modifications to the "Aanbestedingswet 2012" and given the fact that this tender was issued before April 18, 2016, the new Procurement Directive 2014/24/EU does not apply to this tender.

2.1.5 ***Retention of Tenders***

Any document submitted in reply to this RFP shall become the property of NPO. NPO will use commercially confidential or proprietary information solely for the purpose of the evaluation of Tenders and the selection of a Tenderer. In the event NPO is required to submit tender documentation to a Dutch or European competition authority, or any other government authority with the legal right to audit this RFP, NPO will submit the required documentation. NPO will inform the Tenderer(s) at the same time about the request by said authorities. All submitted documents will be deleted by the NPO afterwards.

2.1.6 ***No Obligation to Place Contract***

This RFP does not bind NPO in any way to place a contract.

2.1.7 ***Responsiveness of the Tender***

Tenderer must comply with all requirements (Schedule of Requirements, Annex A) and conditions (NPO General Terms and Conditions for IT Contracts, Annex B). If the Tenderer does not meet the minimum requirements set, the Tender will be excluded from further participation.

You provide your Tender with the attached Letter of Agreement (Annex G) signed by you. This Letter of Agreement must be signed by the person who is officially authorised to represent your organisation in this respect.

If the Tenderer wishes to propose modifications or amendments to the draft agreement Annex I, the full text of such modifications or amendments shall be sent to



NPO before 03/09/2021, and the reasons for the modifications must be clearly explained. NPO shall review the proposed modifications or amendments and inform all prospective Tenderers on the outcome of the review of NPO (acceptable or not acceptable).

In the event NPO has decided to adopt certain proposed modifications or amendments, the Tenderer is permitted to (once again) propose modifications or amendments to the (modified) draft agreements. If the Tenderer wishes to propose modifications or amendments to the (modified) draft agreements, the full text of such modifications or amendments must be sent to NPO before 17/09/2021, and the reasons for the requested amendment(s) must be clearly explained. NPO shall review the proposed modifications or amendments and inform all prospective Tenderers on the outcome of the review of NPO (acceptable or not acceptable).

Please be aware that final agreements will be made by NPO in order to incorporate the proposal of the winning Tenderer. NPO is not permitted to enter into negotiations on elements within this agreement (unless Article 30 of 2004/18/EC is applicable).

2.1.7.1 *Dispatch of the Tender to NPO*

The Tenderer shall use an electronic platform to submit his Tender: TenderNed (hereinafter referred to as tool). This tool simplifies the information-exchange between NPO and Tenderers. It is used to disseminate all tender documentation, to process questions and answers and is the sole method for Tenderers to submit a Tender.

2.2 Amendments to Documents and Communications

2.2.1 Questions Relating to Tender

The Memorandum of Information consists of two rounds. In the second round (17/09/21) only questions pertaining to the responses to first round questions (03/09/21) may be posed – no new questions will be accepted.

Any questions by Tenderers concerning this RFP shall be submitted via TenderNed no later than 17/09/21. Tenderer should ask questions by uploading a completed Excel file (Annex C, Standard Form Submission of Questions and Remarks RFP Player).

Questions shall make specific reference to the appropriate section(s) of the RFP documents. If Tenderer wishes to propose modifications or amendments to the Requirements listed in this RFP and or any other tender documentation applicable to this RFP, the full text of such modifications or amendments shall be submitted to NPO, and the reasons for the request must be clearly explained.

NPO shall review the proposed modifications or amendments and shall inform all prospective Tenderers of the outcome of the NPO review (acceptable or not acceptable). When NPO responds, it will publish the response together with all the questions received, via TenderNed to all parties that requested the RFP. In the response all questions will be anonymized to protect the identity of the Tenderers.



2.2.2 No Information about the Selection and Evaluation Process after Date Tender is Issued

Tenderers are not permitted to contact NPO staff during the selection and evaluation period to request information on the selection and evaluation process after this RFP has been published in TenderNed. NPO reserves the right to eliminate a Tenderer contravening this condition. Tenderers should know that telephone conversations with NPO (staff) might be recorded for the purpose of this clause and by submitting a Tender, Tenderer agrees that such recorded conversations may be used in court by NPO.

2.3 Dispatch and Receipt Conditions

2.3.1 Content of Tenders

The Tender shall contain:

- European Single Procurement Document (ESPD)
- Letter of Agreement (Draft agreement, Schedule of requirements, NPO General Terms and Conditions for IT Contracts, Input Forms References Regarding Core Competence 1 & 2)
- Answers Regarding the Award criteria
- Completed Price Sheet
- Input Forms References

2.3.2 Draft Agreement

You must agree to the draft agreement associated with this Tender (Annex I). If you have any questions about the agreement, please ask them via the Memorandum of Information. Such requests should be motivated and be accompanied by a proposed text for the clause to be replaced.

Any changes to the agreement in response to questions asked will be included in the Memorandum of Information. After the Memorandum of Information has been published, the agreement is final.

2.3.3 Data Processor Agreement

In the context of the assignment, processing of personal data on behalf of the Contracting Authority will take place as referred to in Article 1(a) of the Personal Data Protection Act (Wpb). Tenderer must agree to the Data Processor Agreement (Annex J).

If you have any questions about the Data Processor Agreement, please ask them via the standard Memorandum of Information. After the publication of the responses, the data processor agreement is final.

2.3.4 Single point of communication

All communications shall be carried out exclusively via TenderNed. Only correspondence coming via TenderNed shall be considered as properly dispatched and received. All other correspondence with any NPO personnel shall be disregarded.



2.3.5 Confidentiality

This document, along with all annexes, attachments and other supplementary tender documentation, is strictly confidential. Except for the purposes of reviewing this RFP, Tenderers will not use or transfer at any time to any third party any information relating to NPO business or affairs which are disclosed or otherwise in its possession under or in respect of this RFP, including its subject matter, except in relation to information which:

- is or later comes into the public domain otherwise than through an act or omission by the Tenderer
- was already known to the Tenderer at the time of disclosure other than by unauthorised disclosure by a third party
- disclosure is required by law, order of court, the requirements of any regulatory authority or taxation authority or the rules of any stock exchange
- Tenderer has the prior written consent of NPO to disclose.

Notwithstanding the above, the Tenderer may disclose information to its employees, professional advisors, agents and subcontractors solely on a need-to-know basis provided that Tenderer ensures that the person to whom such disclosure is made complies with the obligations under this confidentiality clause.

All information in this RFP is and shall remain the property of NPO and by disclosing the Information, NPO does not grant any express or implied right to the Tenderer to or under any of NPO's patents, copyrights, trademarks, or trade secret information.

2.3.6 Tender per Company

It is not permitted for members of a Combination to tender more than once, either independently, or as a member of another Combination, or as a subcontractor. In this case, the Tenders will be declared invalid and will be discarded. It is also not permitted to change a Combination after tendering without the express permission of the NPO.

2.3.6.1 Tendering as a Combination

If a Tenderer is unable or unwilling to provide the requested products/services independently, he may submit a Tender in collaboration with other organisations. Such a Combination will be assessed as a whole. Combinations are obliged to appoint one Secretary in the Tender to represent them in all respects or to act as Secretary. No changes may be made to Combinations after the closing date and time of Tender submission.

In case of Award, a joint signed statement is issued by the association of suppliers, stating that all members of the Combination are jointly and severally liable for the performance of the financial and technical aspects of the assignment.



A partnership (Combination) contains several companies that jointly tender for an assignment. Part II of the ESPD (Annex A) lists the companies that are part of the group. The Tenderer must indicate the Suitability Requirements for which an appeal is made to his company. Each Combination Member submits an ESPD.

Also:

- Each Combination Member of the Tender must sign and add the ESPD included as Annex A.
- Each Combination Member must, after the intention to award the contract, at the request of the Contracting Authority, submit (a copy of an) extract from the professional or trade register where the Combination Member is registered, showing who is authorised to represent the company. Authorisation for representation means that the person or persons signing the ESPD must be registered in the trade register as persons authorised to represent the company. If it is recorded in the trade register that two or more persons only have joint powers of representation, the ESPD must also be signed by those two or more persons. If restrictions to the authority to represent the company apply, these must be taken into account.
- After the intention to award the contract, each Combination Member must submit the supporting documents as specified in Chapter Three (3).

2.3.6.2 *Professional Capacity and / or Competence of Third Party/Parties*

An independent Tenderer or a Combination may rely on the capacity and / or competence of other natural persons or legal entities for an assignment, regardless of the legal nature of its links with these natural or legal persons.

In the event of reliance on (a) Third Party (Parties) as referred to above, the Tenderer or Combination undertakes to provide the Third Party (Parties) during the performance of the assignment for those elements where the Tenderer relies on said Third Party (Parties) (self-requirement). In case of professional and technical competence, this includes, if desired, the required availability of personnel and technical equipment.

For reliance on financial and economic capacity, this obligation implies that the relevant Third Party (Parties) must be jointly and severally liable for the fulfillment of the obligations arising from the Tender as well as the performance of the Agreement.

The Contracting Authority is entitled to require the Tenderer or Combination to demonstrate the actual availability of the relevant Third Party (Parties) for the performance of the assignment, by providing one or more legally valid and signed statement(s) by the relevant Third Party (Parties).

If it relies on one or more Third Party (Parties), the Tenderer or Combination shall indicate in Part IIC of the ESPD (Annex A) the Suitability Requirements for which it relies on such Third Party (Parties).



Also:

- Third Party (Parties) in the Tender must sign and include the ESPD attached as Annex A.
- After the intention to award the contract, Third Party (Parties) must, at the request of the Contracting Authority, submit a (copy of an) extract from the professional or trade register where it is registered, stating the identity of the person authorised to sign on behalf of the company. If the Tender is signed by a party other than the one stated in the register, (a copy of) the required authorisation must also be included.
- After the intention to award the contract, Third Party (Parties) must submit the supporting documents as specified in Chapter Three (3).

2.3.6.3 *Subcontracting*

Both self-employed Tenderers and Combinations may independently meet the Suitability Requirements set out in this Procurement procedure yet engage Subcontractor(s) for the performance of the assignment. In case of subcontracting, the Tenderer or Combination must detail the Subcontractor(s) it wishes to engage and the elements of the assignment where it intends to do so. The Tenderer or Combination must also guarantee that the relevant Third Party (Parties) meet all the requirements set out in this Procurement procedure for the activities to be entrusted to that/those Third Party (Parties).

Subcontractor is also understood to mean an employment agency used by the Tenderer to hire temporary staff. If the Tenderer (and afterwards the Contractor) passes assignments to Third Parties / Subcontractors in the context of the performance of this Agreement, the Contractor shall continue to act as contracting party and be Contractor jointly and severally liable for the fulfillment of the obligations including the obligations that are subcontracted.

The Contractor shall always indemnify the Contracting Authority against any adverse consequences of such outsourcing. If the Tenderer is considering engaging a Subcontractor or staff via an employment agency, the Tenderer must state the name and business address of the relevant company in the Tender.

In the case of main / subcontracting, the main contractor is the sole contractual counterparty of the Contracting Authority and remains jointly and severally liable for the fulfillment of the obligations, including the obligations that are subcontracted. Only the main contractor shall submit the requested information. The Tenderer must state which element of the contract will be subcontracted and to whom the partial contract will be passed. To this end, he must complete Part IID of the ESPD (Annex A). If the name(s) of the Subcontractor(s) is (are) not yet definitively known, a statement must be made about the work that will be carried out under subcontracting. After the intention to award the contract, the Tenderer must state the name and business address of the relevant Subcontractor.

3 Grounds for Exclusion and Suitability Requirements

3.1 Introduction

This chapter sets out the Exclusion Grounds and Suitability Requirements that will be applicable in the Tender.

The selection committee will use the completed European Single Procurement Document (ESPD) with accompanying information to assess the Proposals against the Grounds for Exclusion and the Suitability Requirements.

3.1.1 Grounds for Exclusion

Excluded from participation in the tender procedure and contracting is any party that is in one or more of the circumstances as referred to in Article 2.86 or 2.87 of The Public Dutch Procurement Act 2012.

For the ESPD use Annex D in TenderNed. The outcome is a PDF file of the European Single Procurement Document (ESPD) which must be submitted. The ESPD must be completed and signed by a legally authorised representative. The ESPD-form is a uniform statement in accordance with Dutch Procurement Law (Aw). In case of a Consortium, each of the Consortium partners must complete and sign the ESPD-form.

All grounds for exclusion set out in Article 2.86 of the Aw and the optional grounds for exclusion set out below as set out in Article 2.87 of the Aw shall apply.

In order to prove that a Tenderer is not in one of those circumstances, The NPO must receive a completed and signed ESPD on the basis of which it is assumed that in principle, the grounds for exclusion do not apply to the Tenderer. If an Exclusion Ground applies to a Tenderer, this will need to be explained in the ESPD. In that case, the NPO will include the explanatory notes provided in its assessment of whether or not to exclude the Tenderer.

Moreover, by means of that declaration, the Tenderer agrees that relevant evidence will be submitted at NPO's first request within a reasonable period as indicated in said request.

Each Tenderer must declare in the ESPD (Part III, A/B) that the ticked mandatory Grounds for Exclusion do not apply to them. These are:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money-laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

Each Tenderer must declare in the ESPD (Part III, C) that the ticked optional Grounds for Exclusion do not apply to them. These are:

- Breach of environmental, social or labour-law requirements
- Bankruptcy, insolvency or similar
- Serious professional error
- Distortion of competition
- Conflict of interest
- Involved in the preparation
- Past performance
- False statement
- Unlawful influence

3.1.2 Suitability Requirements

Suitability Requirements are requirements of your financial and economic standing, professional competence and technical competence and / or your professional competence. To be eligible / suitable for being awarded the Agreement, you must meet the stated Suitability Requirements. You must make a declaration to this effect, in the first instance by completing and submitting the ESPD (part IV, Annex A), unless stated otherwise later in this chapter. Only the winning Tenderer may be asked to submit the supporting documents. The supporting documents must be submitted within five working days of the request by the Contracting Authority. If the Tenderer relies on the financial and economic capacity and / or technical competence and / or professional competence of other entities (i.e., entities that are not part of the Tenderer), then he must demonstrate after the award decision that he has the necessary resources at his disposal to perform the assignment. The ESPD (part IIC) must indicate which other entities are being used.

Please see below for the Suitability Requirements that apply to the Tender. A Suitability Requirement is a knockout criterion. Failure to comply with a Suitability Requirement leads to exclusion. Below you can read which Suitability Requirements we operate in the field of financial and economic capacity, technical competence, and professional competence.

The supporting documents to be presented in due course must correspond to the actual current situation of the Tenderer. If the supporting documents are not presented in time, exclusion of the relevant Tenderer may (still) follow. In that case, the second-placed Tenderer will be eligible for the award provided that he is able to produce the above supporting documents within the time limit set.

3.1.3 Financial and Economic Standing Requirements

Insurance

The Tenderer must be insured against business liability and professional liability with cover of at least € 250,000 per damage-causing event, with a maximum of € 500,000 on an annual basis, or be prepared to take out such insurance upon award.



Information to be provided: The Tenderer must confirm in the Tender under Part IV of the ESPD (Annex A) that he meets the set of requirements (Annex A). The ESPD must be included in the Tender. At the request of the Contracting Authority, the winning Tenderer must submit a copy of the insurance certificate as proof, stating the covered amount. If a group policy is submitted, it must be clear that the Tenderer is (co-)insured.

Declaration by Tax Authorities

Declaration by the Tax Authorities (declaration of payment behaviour for compliance with tax obligations) no older than six months, calculated from the closing date for submission of the Tender.

Registration in Professional or Trade Register

The Tenderer must be registered in the professional or trade register applicable in the country of origin. Information provided: the Tenderer must confirm in the Tender under Part IV of the ESPD (Annex A) that he meets the set requirement(s). The ESPD must be included. At the request of the Contracting Authority, the winning Tenderer must submit, as proof, (a copy of) an extract from the professional or trade register of the country where it is established. If the Tender has been signed by a party other than that stated in the register, (a copy of) the required power of attorney must also be submitted.

3.1.4 Professional and Technical Competence Requirements Reference

With one or a maximum of two referees, the Tenderer must demonstrate that he has the necessary core competence for the execution of the tendered contract. This means that the Tenderer can demonstrate experience in essential points of the tendered contract.

The Tenderer or Combination must submit a reference for the core competence with its Tender that relates to the past three years, calculated from the closing date of the submission of the Tender. If the reference is to an assignment which has not yet been (fully) completed, only the results that have been actually achieved may be entered.

The following core competence is applicable:

Core Competence 1:

Realisation and Implementation of a Player and QoE Solution (Annex E)

Experience with the realisation and implementation of a Player and QoE solution in the cloud to the satisfaction of the client.

Core Competence 2:

Realisation & analysis of at least 100,000,000 stream starts for a Player and QoE (Annex F)

Experience with realisation and analysis of at least 100,000,000 stream starts for a Player and QoE within an organization and to the satisfaction of the client.



The Tenderer must demonstrate the above-mentioned core competences by submitting two (2) reference assignments in accordance with the formats of Annex E and F. A reference assignment may cover one or more core competences. The maximum number of pages per reference assignment is 2 with a minimum font size of 10. In the relevant reference assignments, you must detail the relevant core competence, duration and scope of the assignments carried out. You must also state the name of the client for whom the assignment was carried out.

A reference assignment must meet the following conditions:

- Where references are used in which the Tenderer or subcontractor has carried out the reference assignment together with another economic operator, it must be clearly indicated which element has been carried out by the Tenderer or subcontractor. Only the actual element of the reference assignment may be used as such. If the Tenderer nevertheless wishes to make use of the full reference, the company concerned must be used as a subcontractor in the performance of the current contract.
- In the case of a partnership, the combinants must jointly comply with the core competences. During the performance of the contract, the combinant who is relied upon for a core competence must actually carry out the work to which this core competence applies.
- If a Tenderer relies partly on the technical competence of third party(s) for the assessment of technical competence (references), it should be made clear in the references submitted which element of the assignment was carried out by the Tenderer and which element was carried out by the third party concerned. For each reference, it must be clearly indicated which organisation carried out the reference assignment. The third party who is relied upon for a core competence must actually carry out the work to which this core competence applies during the performance of the current contract.

Information to be provided: The Tenderer must submit the completed and signed reference statement with the Tender, to be included as Annex E and F. The assignment carried out within the reference context must have been carried out to the demonstrable satisfaction of the referee. Included in the Tender or within five working days of a request made by the Contracting Authority, the Tenderer must submit a statement of satisfaction by the relevant referee (free format). This must explicitly show that the referee is satisfied with the service in question. Failure to provide a signed statement of satisfaction will invalidate the Reference. The Contracting Authority reserves the right to contact the referee(s) without your intervention about the reference submitted by you, or to request access to contract documents relating to the reference assignment.



4 Award Criterion: MEAT

The Contract will be awarded to the Applicant with the most economically advantageous tender (MEAT). The most economically advantageous Tender is determined on the basis of the evaluation criteria of price and quality. The quality criteria will account for 70% of the total score, while price will account for 30% of the total score.

4.1 Evaluation Criteria – Quality and Price

The evaluation criteria are compared and weighed according to the procedure below.

Quality has been defined as:

Subjects	Weighted max score	Weighting
Price	300	30%
Quality	700	70%
Sub award criterion 1 – Technical description and performance of the product	350	35%
Sub award criterion 2 – Method of (implementation) support	210	21%
Sub award criterion 3 – Further development	140	14%
TOTAL	1000	100%

4.2 Grading process

After the Tenders have been analysed for compliance with the tender requirements, NPO will grade the MEAT-criterion regarding quality as follows:

The evaluation committee will determine the grade for your Tender in regards of a certain sub award criterion or part thereof. You will receive a grade between 0 and the maximum number of points that can be achieved (weighted max score) per sub-award criterion.

The score is determined as follows:

- first, each member of the evaluation committee individually determines his/her assessment and % score per Tender for each Sub-award criterion



- then the evaluation committee will meet for a plenary session to discuss their scores and findings. During this plenary session, the evaluators come to a consensus on a score for each sub award criterion
- The maximum score is then multiplied by the given percentage
- The maximum scores indicate the importance of the sub-award criteria
- All scores are eventually added together, resulting in a total score for quality.

The result counts for 70% in the final judgment.

Result of Assessment	Description of Assessment	Score Awarded
Very good	The Tenderer inspires a great deal of confidence and meets all the required preconditions. All aspects are described and substantiated extremely clearly and comprehensibly. The Tenderer is able to distinguish himself positively from other Tenderers and exceeds expectations.	100%
Good	The Tenderer inspires confidence and meets all requested preconditions and requirements. All requested aspects are clearly and comprehensibly described and substantiated. The approach does not necessarily distinguish itself from that of other Tenderers and does not exceed expectations.	70%
Adequate	Tenderer meets expectations but generates moderate confidence. The requested aspects have been adequately described. The approach does not stand out from that of other Tenderers and does not exceed expectations.	50%
Poor	Tenderer inspires only moderate confidence. Not all requested aspects are named and/or not very clearly described. The approach does not stand out from other Tenderers and does not meet expectations.	30%
Insufficient	Tenderer does not inspire sufficient confidence. Not all requested aspects have been named and/or described in concrete terms. The approach compares negatively to that of other Tenderers and does not meet expectations.	0%

4.3 Award Criterion of Quality

4.3.1 Technical Description and Performance

4.3.1.1 Functional description of the product:

Deliverable: The Tenderer must provide a description of the features of the product, and how they work, as requested in the Schedule of Requirements. The player and Quality of Experience (QoE) should be described separately.

Assessment Framework:

1. Completeness: the extent to which all requested topics are fully described in the documentation
2. Findability: the ease with which the documentation can be read and searched
3. Quality: how thoroughly the requested topics are described and explained in the documentation. The explanation preferably contains descriptive examples.
4. Modularity: the extent to which parts of the player mutually impact each other.

4.3.1.2 *Documentation*

Deliverable: The Tenderer must provide documentation for: all SDKs (per platform), the APIs that are provided, and the explanation of the technical implementation and commissioning of the player. This may be in the form of a digital document, but an online environment in which the documentation is accessible is preferred.

Assessment Framework:

1. Integrability: the effort it takes to integrate the product.
2. Completeness: the extent to which all requested topics are included in the documentation, and all topics are fully described.
3. Findability: the ease with which the documentation can be read and searched.
4. Quality: how thoroughly the requested topics are described and explained in the documentation. The explanation preferably contains descriptive examples.

4.3.1.3 *Performance of the product*

Deliverable: The Tenderer must indicate how the product provides the best overall player performance. This should be described at least in terms of on response, speed, stability and quality of experience.

Assessment Framework:

1. How the player achieves: low startup time, minimal rebuffering and optimal choice of bitrate and resolution.
2. How the player addresses speed and responsiveness under different load circumstances.

Description and performance of the product consists of 4 pages¹ maximum.
Standard documentation is excluded from this limit and can be added separately.

¹ A4 (one sided, Arial, 10pt, margins 2,5 cm)

4.3.2 Method of Delivery & (Implementation) Support

4.3.2.1 (Implementation) Support Plan

Deliverable: The Tenderer must provide a description of a support plan, which explains how the product is delivered to NPO, what the support options are during the implementation phase, and how support on the player and QoE will run during the contract period.

The plan covers how the NPO can request support during the implementation phase of the player. In addition, the frequency with which support can be claimed, is stated. The plan also describes support after commissioning of the product. It includes an explanation of how the incident process is set up and which SLAs apply to it. The support plan covers a maximum of 2 pages².

Assessment Framework:

1. Support: the amount of (basic) support provided without incurring additional costs
2. Speed: the speed of the proposed procedure(s) for dealing adequately with incidents.
3. Player Delivery: availability of an online repository is preferred over an alternative method of delivery.

4.3.2.2 Procedure for updates

Deliverable: The Tenderer must provide a description of the procedure followed for the roll-out of updates to both the player and QoE. The description must show how the NPO will be informed about upcoming updates, and how they will be rolled out. (Or how they should be installed). In addition, it is shown where the release notes are provided and what they contain.

Explanation of the procedure covers a maximum of 2 pages².

Assessment Framework:

1. Convenience: the ease with which updates to the software can be rolled out on the platform.
2. Information: the completeness of release notes and information regarding updates.

4.3.2.3 Quality of Experience (QoE)

² A4 (one sided, Arial, 10pt, margins 2,5 cm)

Deliverable: The Tenderer must put forward a proposal for the SLA for uptime (expressed in % per month) on QoE. In addition, the Tenderer must indicate how far back in time historical QoE data is stored. He must also indicate the impact on the data granularity of these historical data. (How does the data granularity change as the data goes further back in time).

Quality of Experience covers a maximum of 2 pages³.

Assessment Framework:

1. Uptime of QoE.
2. Granularity: the level of data detail provided and how this changes over time, assuming that data is aggregated.
3. Coverage: the extent to which all devices/versions are covered in the QoE.

4.3.2.4 *Exit strategy*

Deliverable: The Tenderer must provide a proposal for an exit strategy. This strategy must include a proposal for a grace period, to ensure enough time to switch to the next player if the contract is not renewed. It also describes what happens in the event of the Tenderer's bankruptcy.

Exit strategy covers a maximum of 2 pages⁴.

Assessment Framework:

1. The duration of the grace period, and the extent to which it provides a smooth transition
2. The degree to which NPO is unaffected by the outcome of the bankruptcy

4.3.3 Product Vision & Further Development

4.3.3.1 *Roadmap & product vision*

Deliverable: The Tenderer must provide a description of the product vision for the long term. This product vision contains a vision of how the product will develop in the next 2 to 4 years. The Tenderer must also provide a roadmap of the planned future developments of the product in the shorter term. The roadmap must contain the planned developments for the player and QoE for at least one year ahead.

Assessment Framework:

1. The extent to which vision and developments take into account developments in the (European) market.

³ A4 (one sided, Arial, 10pt, margins 2,5 cm)

⁴ A4 (one sided, Arial, 10pt, margins 2,5 cm)



2. The extent to which the supplier's developments are in line with (open) standards.
3. The extent to which realistic statements are made about further development
4. The degree to which the Tenderer has a clear innovative vision. Ideally, it contains a vision on innovation from within the company itself, as well as how it plans to respond to developments in the (European) market.

4.4 Award Criterion of Financial Proposal

For the sub-award criterion of Price, a lower value is assessed as better than a higher value. The Tenderer with the lowest offered value receives 300 points. The other Tenderers receive points according to the following formula:

Points = 300 * (lowest offered value / value Tenderer).

Calculation example:

The lowest price on offer is € 180,000. The Tenderer whose points are to be calculated offers a price of € 215,000.

The calculation is then as follows: $300 \times (180.000/215.000) = 251,16$

The score of the Tenderer whose points were calculated is thus: 251

The prices quoted are all-in rates for the streaming media player and QoE.

The costs must be based on the supply and/or service described in the procurement documents. Costs not included in the pricing model cannot be invoiced by the Tenderer, or at least will not be reimbursed, unless explicitly stated otherwise. All prices quoted are in Euros and exclusive of VAT.

The stated costs must be real and should in any case not include negative amounts. Moving costs around in a way that frustrates the assessment system is not permitted. The actual cost must be based on the actual number of stream starts.

Use Annex H - Quote form to specify your price and add it to your Tender

The price must meet all requirements listed in the Descriptive Document and Attachment(s). Deviation from the price model is not permitted and leads to a non-specifications-compliant Tender that will be set aside and will therefore not be eligible for award. The instructions in the completion instruction for the model are therefore binding. The NPO will not conduct price negotiations. The Tenderer has only a single opportunity to submit a competitive Tender, with the best possible price and quality ratio.

The result counts for 30% in the final judgment.



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In case of equal scores, we will award to the Tenderer with the best score for quality. We will specifically look at the highest score on Award Criterion 1. If the scores are equal for this element as well, the Tenderer who has submitted the lowest price will be selected.



5 **ANNEX**

- A. Schedule of Requirements
- B. NPO General Terms and Conditions for IT Contracts
- C. Standard Form Submission of Questions and Remarks RFP Player
- D. European Single Procurement Document (ESPD)
- E. Input Form Reference Assignment Core Competence 1
- F. Input Form Reference Assignment Core Competence 2
- G. Letter of Agreement
- H. Price Sheet
- I. Draft Agreement
- J. NPO Data Processor Agreement