
Invitation to tender for the provision of:

Content Delivery Network (“CDN”) services and/or multiplatform multi-device server/encoding services

Issued:	29 th September 2011
Deadline for receipt of tender responses:	9 th November 2011
Deadline for receipt of requests for clarification:	26 th October 2011

Introduction

This document invites tenders from individuals, companies and organisations interested in and capable of supplying to S4C CDN services and/or multiplatform multi-device server/encoding services as more specifically described in the following pages.

This Invitation to Tender (ITT) is divided into the following parts:

- Part 1 Background Information
- Part 2 Contract Specific Information
- Part 3 Information to be included in Tender Responses
- Part 4 Outline of Tender Process and Requests for Further Information
- Part 5 Evaluation Criteria and Contract Award
- Part 6 Legal Notes

- Appendix 1 Contract
- Appendix 2 Evaluation Matrix
- Appendix 3 Basic Information Form

Please read this Invitation to Tender carefully. Tender responses that do not comply with the requirements set out in this Invitation to Tender may not be evaluated as part of this tender process.

Please note that this tender process, including this Invitation to Tender, is subject to the legal notes set out in Part 6.

Part 1 Background Information

1.1 S4C

S4C is the Welsh language television channel and one of the UK's five public service television broadcasters. It is an independent broadcasting authority established under the Broadcasting Act 1981, and regulated by the Communications Act 2003 and the Broadcasting Act 1990.

S4C provides a broad range of high quality and diverse programming in the Welsh Language available on digital platforms including Freeview, Freesat, Sky and Virgin. In addition S4C is available to watch live on the S4C website via broadband and the 'Clic' catch up service as well as on mobile devices such as the iphone and ipad.

S4C is uniquely funded through a mixture of grant in aid and advertising and commercial revenue, and in addition ten hours a week of Welsh Language programming funded by the licence fee is provided to S4C by the BBC.

For further background information about S4C, please refer to the Annual Report 2010, available on the S4C website (s4c.co.uk).

1.2 The Broadcast and Distribution Directorate

This tender is being conducted by the Broadcast and Distribution Directorate within S4C. This Directorate is responsible for providing the technical facilities, operations and services necessary to support the broadcasting, IT and online services of S4C.

1.3 Contract Specific Background Information

S4C's requirements for CDN services are currently being provided under a contract that is due to expire in February 2012. S4C also currently provides the encoding for multiplatform/multi devices for its internet services in-house. In order to meet growing demand, S4C wishes to renew the provision of both these services by way of new contract in accordance with the details set out in Part 2.

Further information about the contract and S4C's requirements is also set out in Part 2.

Part 2 Contract Specific Information

2.1 Information about S4C's requirements

Applicants will tender to supply either or both of the following:

- 2.1.1 A CDN that is suitable for the delivery of all of S4C's live streaming and on-demand catch up services. This will deliver to PCs, mobile devices, platforms such as i/OS, Android, Symbian and games consoles such as PS3, wii, xbox etc. It is essential that the CDN solution offered has adequate capacity to ensure a good quality of experience for our viewers, without loss of connections, buffering or freezing etc.
- 2.1.2 Provide adaptive/multi bit rate encoding and streaming into all required forms from one master media file in order to achieve the above delivery requirement.

2.2 Contract Duration and Terms

A specimen draft contract is attached at Appendix 1. A completed version will be sent via email to the winning applicant in due course.

The contract will be for a period of 2 years with an option to extend for an additional 12 months.

S4C will review the contract and the successful company's performance after the first year and retains the right to terminate the contract at the end of the first year following such a review. This review will be in addition to any regular reviews which are provided for in the contract.

S4C is conducting this tender process using the open procedure under the Public Contracts Regulations 2006 and therefore no negotiation of the draft contract is permissible. Amendments to the draft contract to reflect the successful tender response and/or to clarify the terms of the draft contract only are permitted. By submitting a tender response Tenderers are agreeing, if successful, to enter into a contract with S4C in the form set out in Appendix 1. Tenderers are asked to note in this context the provisions of Part 6.4.

2.3 Parent Company Guarantees and Consortia

Please note that S4C may require the successful applicant to provide a parent company guarantee. If a consortium submits a tender response which is acceptable to S4C, S4C may in its discretion require: (i) the consortium to form a legal entity before entering into the contract; and/or (ii) joint and several liability of all consortium members; and/or (iii) guarantees and/or undertakings by some or all of the consortium members in respect of some or all other consortium members.

2.4 Budget/Guide Price

S4C estimates that the services should be capable of being provided over the duration of the agreement in accordance with S4C's requirements for a cost of approximately **£100,000 per year** (exclusive of VAT). Applications which present a lower figure will be welcomed.

2.5 Communication

S4C will require a regular (monthly) report detailing service performance. This will provide details of service availability, outages, detailed demand figures for bit rates, connections and storage in use.

A monthly meeting with the winning applicant will also be required should it be requested by S4C. This will normally be conducted by telephone unless circumstances dictate otherwise. In most instances it is expected that after the operation has stabilised, only quarterly meetings will be necessary.

2.6 Staffing Requirements

Due the nature of the service it is a requirement that in addition to staffing for normal office hours, technical support will need to be available during extended hours, weekends and bank holidays in case of any technical problems.

2.7 Business Continuity Plans and Eco friendly operations

Applicants will need to provide details of their business continuity plan and any policies that ensure that their operations are run in an eco friendly, sustainable manner.

2.8 Handover/Set up Period

S4C would expect a one month trial/pilot period followed by a minimum period of one month for set up and handover to be part of the contract period.

2.9a Core Requirements

- Ability to deliver of 15Tbytes/month
- Ability to cope with peaks of 2000 plus concurrent connections @ 1Mbs and occasional spikes of 10,000+
- Minimum of 250GByte storage
- Flexible geo blocking capability for live and on demand content
- Support for H264 and FLV
- Support FTP access with multiple accounts
- Access to raw video server logs – containing start, stop, session information such as FMS logs, Wowza etc
- The ability to create from one master media file the many versions necessary for streaming and VOD delivery onto PCs, Android, i/OS, Symbian O/S, connected TVs, and gaming consoles such as PS3, Xbox, Nintendo Wii etc
- The scalability necessary to keep up with future capacity growth and proliferation of new devices as and when they achieve significant market share.

Highly desirable requirements

- Ability to support multiple devices without the need for specific encoding, e.g. provide automatic HTTP Live stream chunking for iOS devices
- Client list showing provision of similar services together with satisfactory references from 3 such clients
- Ability to guarantee high service availability on 24hr x 365 day basis
- Staff with the required level of experience and qualifications to carry out the contract requirements

Desirable requirements:-

- Ability to create FTP accounts as necessary
- Ability to create live publishing points as necessary.

2.9b User Information

S4C will require access to raw logs for use by our marketing and research units.

Part 3 Information to be Included in Tender Responses

3.1 Required Information

Tenderers should provide the following information as part of the tender response in order to demonstrate in detail how S4C's requirements will be met:

- *Completed Basic Information Form in the form set out in Appendix 3;*
- *A tender document including:*
 - o *Demonstration of ability to comply with the requirements set out in 2.9a*
 - o *Names of Key Personnel*
 - o *Budget/Fee*
 - o *Detailed method statement setting out how the Tenderer intends to plan and/or perform the contract including timescales and systems used*
 - o *Any legal comments arising out of the Legal Notes and Contract Document set out in Appendix 1; and*
- *Letters of reference (no more than 1 side of A4) from three clients for whom the applicant has undertaken work that is similar to that to which this tender process relates.*

Tenderers may include additional information where relevant to their tender responses, but tender responses should not include any extraneous information not specifically requested or required by the ITT including, for example, sales literature and standard terms of trading.

Tender responses must remain open for a period of 3 months from the date for submission of tender responses.

If at any time the Tenderer (or, in the case of a tender response submitted by a consortium, any member of the consortium) becomes aware that any information which it (or, in the case of a tender response submitted by a consortium, any member of the consortium) has provided to S4C in connection with this tender process is incomplete, inaccurate or misleading in any respect or has ceased to be correct, S4C must be immediately notified thereof.

3.2 Fee

S4C requires the services to be provided for a fixed fee to include any set up costs, account management, administration, staffing, meetings and all other costs and expenses incurred in providing the service. This fixed fee must be expressed in or converted into pounds sterling, exclusive of VAT and must be fixed for the duration of the contract.

Tenderers should clearly set out the fee payable for the services and the suggested payment schedule.

Tenderers should provide details of the fixed fee proposed broken down to show separately the fee in respect of the following elements of the contract:

1. CDN fees
2. Encoding and processing charges
3. Other resource costs

3.3 Maximum Pages

Tenderers should seek to be concise in drafting their response to this ITT. Tender responses should not exceed 15 A4 pages in length and the font size should be no smaller than Georgia 10. S4C retains the right to exclude from the tender process any tender response that does not conform with this requirement.

The above page limit does not include any documents (including references) annexed to the main tender document.

3.4 Confirmation of Correct Information

By submitting a response to this ITT, Tenderers confirm that all information supplied is true, complete and accurate (including the references) and will remain so for the duration of the contract.

3.5 References

Applicants must provide letters of reference (no more than 1 side of A4 each) from three clients for whom the applicant has undertaken work that is similar to that to which this tender process relates. If S4C has any concerns about any references received S4C may contact the referees directly.

Part 4 Outline of Tender Process and Requests for Further Information

4.1 Outline of Tender Process

On 29th September 2011 a contract notice was published in the Official Journal of the European Union. S4C also placed an advertisement in Buy4Wales (reference number 27442) and on the S4C tenders website entitled “**Invitation to tender for the provision of CDN Services and /or Multiplatform multi device server/encoding services**” inviting applicants to participate in this tender process.

The remainder of this tender process will involve the following stages:

Stage 1	Deadline for requests for clarification	12:00 Midday 26 th October 2011
Stage 2	Deadline for receipt of tender responses	16:00 9 th November 2011
Stage 3	Notification of results of evaluation	1 st December 2011*
Stage 4	Signature of contract	12 th December 2011*

Please note that dates marked * may be subject to change.

4.2 Submission of Tender Responses

Tenderers are required to submit a tender response in Welsh or English in accordance with the requirements of this ITT electronically by the deadline for receipt of tender responses set out in Part 4.1 above.

Tender responses should be clearly marked “*Invitation to tender for the provision of CDN Services and /or Multiplatform multi device server/encoding services*” and sent by e-mail to:

cdntender@S4C.co.uk

Any hard copy material should be sent in a blank envelope (without any company logos or information visible on the envelope identifying the sender). The envelope should be marked “*CONFIDENTIAL - Invitation to tender for the provision of CDN Services and /or Multiplatform multi device server/encoding services*” for the attention of **Kate Harris**, S4C, Parc Tŷ Glas, Llanishen, Cardiff, CF14 5DU and arrive before the deadline.

NO TENDER RESPONSES RECEIVED AFTER THE DEADLINE FOR RECEIPT OF TENDER RESPONSES SET OUT IN PART 4.1 ABOVE OR RECEIVED BY S4C AT AN ADDRESS OTHER THAN THAT SET OUT ABOVE WILL BE CONSIDERED AND ANY SUCH TENDER RESPONSES WILL BE EXCLUDED FROM THIS TENDER PROCESS.

S4C accepts no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective tender responses. It is up to Tenderers to ensure that their tender responses (and any attachments) are prepared in good time (taking into account the possibility of staff absences or technical failures) and are submitted in advance of the deadline for receipt of tender responses set out in Part 4.1 above.

Please note that 20Mb is the maximum email size that S4C can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip Files. Tenderers should be aware that their own ISP (Internet Service Provider) may impose lower limits on the maximum email capacity and as such are advised to check the size limit with their own ISP or IT department well in advance of despatch and deadline.

Proof of despatching will not be deemed to be proof of delivery and Tenderers are advised to seek an acknowledgement of receipt in a separate email.

4.3 Consideration of Tender Responses and Notification of Result

S4C will consider all tender responses received by S4C in compliance with the requirements detailed in this ITT in accordance with the procedure and criteria detailed in Part 5 below. The award of the contract will be based on S4C's assessment of the tender response that is the most economically advantageous in accordance with the criteria set out in Part 5 below. All Tenderers who submitted a tender response will be notified of the outcome of S4C's evaluation by email. See further Part 5.4 below.

4.4 Clarification of Tender Responses

S4C may require Tenderers to provide further information and/or clarification of any matters contained in their tender responses.

4.5 Requests for Further Information

All contact in relation to this tender process including any requests for further information and/or guidance in completing tender responses must be made by email to S4C to the following address:

cdnquestions@s4c.co.uk.

Tenderers must not in any way canvass or solicit information relating to this tender process from any other officer, employee, agent or adviser of S4C.

Tenderers are encouraged to identify any further information and/or guidance that they may require in connection with this tender process as early as possible. The deadline for submission of requests for further information and/or guidance is **12.00 midday on 26th October 2011**. Any requests received after this deadline will not be considered. S4C will endeavour to deal promptly with all requests received before this deadline.

In the interests of fairness and transparency please note that all requests for further information and/or guidance in respect of this tender process and S4C's responses to such requests will be disclosed to all Tenderers. Such disclosures will be made on the S4C website.

If Tenderers consider any request for further information and/or guidance which they make to be commercially sensitive, they must clearly mark the request as "commercially sensitive" and supply the reasons why they consider it to be commercially sensitive. Please note, however, that S4C will determine, in its sole discretion, whether it considers any such request to be commercially sensitive. If S4C determines that a request is commercially sensitive S4C will not disclose the request or its response to such request to other Tenderers. If S4C determines that a request is not commercially sensitive it will inform the Tenderer. If the Tenderer agrees that the request is not commercially sensitive S4C will respond to the request and will be entitled to disclose the request and its response thereto to all Tenderers. If the Tenderer does not agree that the request is not commercially sensitive or does not inform S4C whether or not it so agrees within a period of one working day, the request shall be deemed to be withdrawn and S4C will not respond to it. Nothing in this paragraph will be interpreted or construed as limiting in any way S4C's ability to disclose any information to any person in complying with its freedom of information obligations as outlined in Part 6.6 below.

Any requests and any responses thereto which are disclosed to all Tenderers will be deemed to form part of this ITT.

Part 5 Evaluation Criteria and Contract Award

5.1 Compliance Testing

Prior to commencing formal evaluation of tender responses, S4C will check tender responses to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Fully compliant tender responses will be evaluated by S4C in accordance with the provisions set out in this Part 5.

5.2 Evaluation

The contract will be awarded on the basis of the most economically advantageous tender. To assess which tender response is the most economically advantageous, a panel of S4C representatives will evaluate and score all responses to this ITT in accordance with the following criteria and weightings:

	Criteria	Weighting
(a)	Core Requirements as set out in 2.9a	35%
(b)	Highly desirable requirements as set out in 2.9a	30%
(c)	Desirable requirements as set out in 2.9a	10%
(d)	Total Contract Price	25%

Please find attached at Appendix 2 the matrix setting out how the information required at part 3.1 above will be evaluated in accordance with these criteria.

5.3 Disqualification of Tender Responses/Tenderers

S4C reserves the right to disqualify a tender response and/or a Tenderer from this tender process at any time if:

- (a) a tender response does not comply in any respect with the requirements of this ITT;
- (b) any information provided to S4C by the relevant Tenderer (or, in the case of a consortium, any of its members), is incomplete, inaccurate or misleading in any respect or ceases to be correct;
- (c) the Tenderer has colluded with any person (excluding, where the Tenderer is a consortium, collusion between consortium members in relation to the consortium's tender response) in relation to or in connection with its or any other Tenderer's tender response.

Disqualification of any tender response or Tenderer will be without prejudice to any other rights or remedies of S4C.

5.4 Contract Award

Subject to the provisions of Part 6.1 below and following completion of the evaluation of tender responses, S4C will inform Tenderers of the results of the evaluation. The Tenderer whose tender response has been successful will be required to enter into an agreement with S4C in the form of the draft contract. No contract will be formed unless and until S4C executes the agreement. No oral or written acceptance of any tender or notification that a Tenderer has been successful will constitute a contract.

Part 6 Legal Notes

6.1 No Obligation to Offer the Contract

Nothing contained in this ITT nor any communication between S4C and a Tenderer regarding the tendering process or the tender response shall constitute a contract for the provision of any service covered by this tender process nor a warranty or a representation that any contract will or may be awarded.

S4C reserves the right to withdraw from and/or abandon and/or defer this tender process at any time, not to award any contract as a result of this tender process, to supplement, revise and/or clarify the terms and conditions of this ITT and/or to require Tenderers to clarify their tender responses and/or to provide additional information in relation thereto.

6.2 Conflict of Interest

Tenderers are required to provide details if it is envisaged that there may be a conflict of interest between individuals involved in the application and S4C staff, this is to enable S4C to ensure that it assigns staff to the tender process that have no personal relationship with any Tenderer or consortium member of relevant staff.

6.3 Draft Contract

The draft contract for the provision of the CDN services and/or multiplatform multi-device server/encoding services is set out in Appendix 1.

By submitting a response to this ITT, Tenderers are indicating their acceptance of the terms of the attached draft contract. S4C reserves the right to amend the draft contract after publication once the details of the winning bid are known to conform with the deal specific terms agreed with the successful applicant.

6.4 Codes of Practice and Guidelines

The successful Tenderer will be required to comply with the following codes of practice, legislation and guidelines **where relevant** (amongst others):

- Ofcom Broadcasting Code
- Health and Safety Legislation
- S4C Welsh Language Schemes
- S4C Technical Requirements
- Gambling legislation applicable to competitions
- S4C Child Protection Policy
- S4C Brand Guidelines
- S4C Statement of Commitment to Diversity

Many of these guidelines are available on the S4C Production Website which is available at www.s4c.co.uk/production.

6.5 Freedom of Information

S4C is subject to the provisions of the Freedom of Information (“FOI”) Act 2000. If any Tenderer considers that any information supplied by it to S4C pursuant to this invitation is commercially sensitive or confidential in nature, this should be highlighted explicitly and the reasons for its sensitivity set out in full in the tender response. Please note, however, that identifying information as confidential or commercially sensitive does not guarantee that it will be exempt from disclosure. S4C retains the discretion to decide whether or not particular information is exempt from disclosure.

6.6 Data Protection

By submitting a tender response Tenderers authorise S4C to process all personal information provided as part of the tender response in accordance with the Data Protection Act 1998 and confirm that they have obtained all necessary third party consents to enable S4C to do so.

6.7 Confidentiality

By submitting a tender response, Tenderers agree to keep confidential any information which is disclosed or otherwise made available to them by S4C in any medium whatsoever during or in connection with this tender process. Tenderers shall not use such information for any purpose other than the preparation of the tender response and shall not disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available to them by S4C.

6.8 Disclaimer

S4C gives no warranty or representation regarding the completeness or accuracy of any information contained in this ITT and any reliance placed on any such information by you is at your own risk.

6.9 Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) Implications

It is not anticipated that this section will be of relevance for this tender.

6.10 Tender Costs

Each Tenderer shall be responsible for its own costs and expenses incurred in connection with this tender process. S4C will not under any circumstances contribute towards any such costs and expenses.

6.11 Amendments to Tender Documents

S4C reserves the right to make changes to the tender documents prior to the deadline set out in Part 4.1 above. To allow time for such amendment to be taken into account S4C may, at its discretion, extend the dates set out in Part 4.1 above.

6.12 Copyright

S4C owns the copyright in the ITT and any other materials issued or made available by S4C. Tenderers are not permitted to copy, reproduce, use or issue copies of the ITT or such materials (or any part thereof) other than as and to the extent strictly required for the preparation and submission of their tender responses.

6.13 Non-Collusion

By submitting a response to this ITT, each Tender certifies that:

1. the tender response is bona fide and intended to be competitive;
2. the Tenderer has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than, in the case of a consortium, the other consortium members) or required any other Tenderer to do the same; and
3. the Tenderer has not communicated to any person other than S4C the amount or approximate budget or price of the tender response, except where the disclosure, in confidence, was necessary to obtain insurance premium or other quotations required for the preparation of the tender.

6.14 Governing Law

This ITT shall be governed by the laws of England and Wales and each Tenderer agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX 1

CONTRACT DOCUMENT

SUBJECT TO CONTRACT

APPENDIX 2 - TENDER EVALUATION MATRIX

SECTION 1 – Core Requirements (35%)	Marks
Delivery of 15Tbytes/month.	/10
Ability to cope with peaks of 2000 plus concurrent connections @ 1Mbs and occasional spikes of 10,000+	/10
Flexible geo blocking capability for live and on demand content	/10
Support for H264 and FLV	/10
Support FTP access with multiple accounts	/10
Access to raw video server logs – containing start, stop, session information such as FMS logs, Wowza etc	/10
The ability to create from one master media file the many versions necessary for streaming and VOD delivery onto PCs, Android, i/OS, Symbian O/S, connected TVs gaming consoles such as PS3, Xbox, Nintendo Wii etc	/10
The scalability necessary to manage to keep up with future capacity growth and proliferation of new devices as and when they achieve significant market share.	/10
Total out of 80	
Section 1 Weighted Total ([]/80 x 35)	/35
SECTION 2 - Highly desirable requirements (30%)	
Ability to support multiple devices without the need for specific encoding, e.g. provide automatic HTTP Live stream chunking for iOS devices	/10
Client list and references showing successful provision of similar services	/10
Ability to guarantee high service availability on 24hr x 365 day basis	/10
Staff with the required level of experience and qualifications to carry out the requirements	/10
Total out of 40	
Section 2 Weighted Total ([]/40 x 30)	/30
SECTION 3 -Desirable requirements (10%)	
Ability to create FTP accounts as necessary	/10
Ability to create live publishing points as necessary	/10
Total out of 20	
Section 3 Weighted Total ([]/20 x 10)	/10
SECTION 4 - Contract Price (25%)	
Total out of 10	/10
Section 4 Weighted Total ([]/10 x 25)	/25
GRAND TOTAL	/100

APPENDIX 3

BASIC INFORMATION FORM

SECTION 1

Basic Information about the Applicant

Full name of Applicant _____

Registered number of Applicant
(if applicable)

Registered office address of Applicant (if applicable) or address of principal place of trading:

Main Telephone number

Main Facsimile number _____

Details of the individual within the Applicant to whom all correspondence should be addressed:

Name

Position

Address

Telephone number

Facsimile number

e-mail address

Preferred language of future correspondence (please choose one) Welsh English

Is this application being made as part of a Consortium? Yes No

If yes, please provide the name of lead member of the Consortium:

If you are the lead member of the Consortium, please list all members of the Consortium and specify the resources which each Consortium member will be responsible for providing in order to perform the contract:

SECTION 4

Technical Capability

Provide details of the principal services provided by the Applicant that are the subject of this tender process as and which have been provided by the Applicant during the past 5 years. Details of the recipients of the services, the dates on which the services were provided and the consideration received for the provision of those services should be included.

Client	Contract Dates	Contract Value	Description of Services

Has the Applicant had any contract for the provision of services in the nature of the services that are the subject of this tender process terminated for poor performance in the last three years, or have any damages been claimed against the Applicant under any such contract in the last three years? If so, please provide details.

SECTION 5

Staff and Available Resources

a) Provide details of the total number of staff employed by the Applicant and the nature of the work they are employed to do.

- b) Provide details of the number of staff with relevant experience and qualifications who would be involved in providing the services. Please note that names of specific members of staff and key personnel should not be provided at this stage, only generic information should be provided.

SECTION 6

Sub-Contractors

Provide an indication of the type of any work to be sub-contracted and the proportion of the contract (expressed as a percentage of total value) that may be sub-contracted and information regarding the experience of the Applicant in managing sub-contractors.

SECTION 7

Insurance

Confirm what insurance policies the Tenderer has or will have be in place that are relevant to the tender. As a minimum, professional liability insurance with an indemnity value of £1m will be required.

SECTION 8

References

Complete the table below and provide letters of reference (no more than 1 side of A4) signed by three clients for whom the applicant has undertaken work that is similar to that to which this tender process relates.

	Reference 1	Reference 2	Reference 3
Contact Name			
Name of Organisation			
Full Postal Address			
Telephone Number			
Email Address			
Contract Reference and Description			