

## **UK-Shrewsbury: Radio, television, communication, telecommunication and related equipment.**

UK-Shrewsbury: Radio, television, communication, telecommunication and related equipment.

### Section I: Contracting Authority

#### I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Contact: Procurement

Main Address: [www..shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

#### I.2) Joint procurement

The contract involves joint procurement: No.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

#### I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Radio%2C-television%2C-communication%2C-telecommunication-and-related-equipment./2JY6D4485Y>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Radio%2C-television%2C-communication%2C-telecommunication-and-related-equipment./2JY6D4485Y> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Radio%2C-television%2C-communication%2C-telecommunication-and-related-equipment./2JY6D4485Y>

#### I.4) Type of the contracting authority

Regional or local agency/office

#### I.5) Main activity

General public services

### Section II: Object

#### II.1) Scope of the procurement

II.1.1) Title: DMNV 001 - Connecting Shropshire Phase 2b

Reference Number: DMNV 001

II.1.2) Main CPV Code:

32000000 - Radio, television, communication, telecommunication and related equipment.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: DMNV 001 Connecting Shropshire Phase 2b - To extend coverage of Next Generation Access (NGA) Broadband, to sub 30Mbps premises across the Shropshire Council area. Shropshire Council recognises the opportunities for digital communities and remains committed to pursuing its broadband aspiration of providing all premises in its area with access to superfast broadband by 2020.

II.1.5) Estimated total value:

Value excluding VAT: 12,843,791

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: Not provided

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Not provided

#### II.2) Description

##### II.2) Description Lot No. 1

II.2.1) Title: Shropshire East

Lot No: 1

II.2.2) Additional CPV codes:

64200000 - Telecommunications services.  
72315000 - Data network management and support services.  
50334400 - Communications system maintenance services.  
50330000 - Maintenance services of telecommunications equipment.  
32571000 - Communications infrastructure.  
32562200 - Optical telecommunication cables.  
32510000 - Wireless telecommunications system.  
32425000 - Network operating system.  
32420000 - Network equipment.  
32424000 - Network infrastructure.  
32412000 - Communications network.  
32412110 - Internet network.  
32500000 - Telecommunications equipment and supplies.  
32570000 - Communications equipment.  
45000000 - Construction work.  
45231600 - Construction work for communication lines.  
45232332 - Ancillary works for telecommunications.  
50332000 - Telecommunications-infrastructure maintenance services.  
51300000 - Installation services of communications equipment.  
64227000 - Integrated telecommunications services.  
72400000 - Internet services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Connecting Shropshire is aiming to extend the availability of Next Generation Access (NGA) broadband across the Shropshire Council area. Shropshire Council has previously invested significant public funds through two separate contracts (Phase 1 and Phase 2a), to extend the availability of NGA infrastructure in areas where no commercial plans were available from the telecommunications market. Phase 2b aims to extend NGA coverage further by securing a telecommunications provider to deliver to the remaining unserved 'white' premises using the public funding that is available in a 'gap filled' model. The unserved 'white' premises areas have been qualified formally through an Open Market Review and Public Consultation with the supplier market that concluded on 5th September 2016. State Aid approval will be approved for this procurement by Broadband Delivery UK's National Competence Centre under the 2016 National Broadband Scheme for the UK (2016 NBS).

The total number of 'white' premises included in the procurement will be 16,015. These will be split into two bidding lots as follows:

- Shropshire East = 13,259 premises
- Shropshire West = 2,756 premises

The procurement requires a wholesale broadband 'open' network solution providing wholesale broadband services that retail service providers can use to provide business consumers, residential consumers, and public sector organisations with a range of broadband services for the contract term. Services will include 'leased lines'. The proposed solution must comply with the 2016 NBS. It must deliver the following:— a wholesale broadband service that will be open to all service and communications providers on a non-discriminatory basis for at least 7 years as defined by para 3.18 of the of the 2016 NBS.

The Contractor will be expected to provide substantial investment in the network, and to own and manage the risks associated with developing and operating a wholesale broadband network, including but not limited to take-up risk.

The contract(s) are expected to be awarded in March 2017 (indicative date only). It is anticipated that a contract would be awarded for a 10 year term (completion of deployment + 7 years) to comply with the 2016 NBS. Deployment is likely to commence in Summer 2017 and finish by December 2019 with deployment expected to last for 30 months.

The Contractor should note that a sum £500,000 of potential funding has specifically been made available by Shropshire Council to enable community initiatives as they arise and also to bring into scope areas which are currently 'under review' in the event that the latter become eligible for intervention under the 2016 NBS.

The contract for each lot will make provision for the application of such additional funding at the sole discretion of Shropshire Council, in such amounts as shall be determined by Shropshire Council up to a maximum of £500,000 across both lots. The actual applied amount will be dependent upon need of each contract during deployment. On this basis the total funding available across both lots will not exceed £12,843,791.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 10,719,565

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 27/03/2017 / End: 27/03/2027

This contract is subject to renewal: No

Description of renewals: Not provided

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 2

II.2.1) Title: Shropshire West

Lot No: 2

II.2.2) Additional CPV codes:

64200000 - Telecommunications services.

72315000 - Data network management and support services.

50334400 - Communications system maintenance services.

50330000 - Maintenance services of telecommunications equipment.

45232300 - Construction and ancillary works for telephone and communication lines.

32571000 - Communications infrastructure.

32562200 - Optical telecommunication cables.

32510000 - Wireless telecommunications system.

32412100 - Telecommunications network.

32425000 - Network operating system.

32420000 - Network equipment.

32424000 - Network infrastructure.

32412000 - Communications network.

32412110 - Internet network.

32500000 - Telecommunications equipment and supplies.

32570000 - Communications equipment.

45000000 - Construction work.

45231600 - Construction work for communication lines.

45232332 - Ancillary works for telecommunications.

50332000 - Telecommunications-infrastructure maintenance services.

51300000 - Installation services of communications equipment.

64227000 - Integrated telecommunications services.

72400000 - Internet services.

II.2.3) Place of performance:  
UKG22 Shropshire CC

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II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 2,624,226

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 27/03/2017 / End: 27/03/2027

This contract is subject to renewal: No

Description of renewals: Not provided

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

### Section III: Legal, Economic, Financial And Technical Information

#### III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documents

#### III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

#### III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

1.Next Generation access solution required that complies with 2016 NBS

2.The Contract shall be subject to the Terms and Conditions of Contract set out in Part 3 of the ITT .

3. In line with the 2016 NBS, there is a requirement for operators to offer information and access to other Bidders for infrastructure it operates in an intervention area, should the operator(s) wish to bid for a particular requirement. To meet this requirement, it is required that all Bidders sign up to a Code of Conduct. The Code of Conduct includes standards for:

- a. the level of detail of information that should be provided;
- b. the timeframes in which the information is to be provided;
- c. the acceptable terms of a non-disclosure agreement; and
- d. the obligations to make available infrastructure for use in other bids.

BDUK will not require suppliers to provide additional forms of access to their existing network (unless required to do so as a regulatory requirement). Nevertheless, it is anticipated that the vast majority of the infrastructure in the intervention areas can be accessed using existing products (e.g. BT products required under 'Significant Market Power' regulations) or as a result of new legislation (e.g. legislation to implement Directive 2014/61/EU on measures to reduce the cost of deploying high-speed electronic communications networks).

4. To meet this requirement, the Local Body will require that all Bidders agree to the terms of the 'Code of Conduct - Use of Existing Infrastructure'. Bidders: (i) must then adhere to the code in order to be considered in the procurement process; or (ii) provide a nil response confirming that they do not operate any infrastructure in the intervention area

#### III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes:

No

#### III.2) Conditions related to the contract

##### III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

##### III.2.2) Contract performance conditions

See tender documents

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

#### Section IV: Procedure

##### IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

##### IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 30/01/2017 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender:

Duration in month(s): 4

IV.2.7) Conditions for opening of tenders:

Date: 30/01/2017

Time: 12:00

Place:

Shirehall, Shropshire

#### Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: No

Estimated timing for further notices to be published: Not provided

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Radio%2C-television%2C-communication%2C-telecommunication-and-related-equipment./2JY6D4485Y>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/2JY6D4485Y>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 07/11/2016



# Invitation to Tender

Connecting Shropshire - Phase 2b

## ITT Part 1:

# Introduction and Instructions

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 1.0

Status: Issued



department for  
culture, media  
and sport





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# 1 Introduction

## 1.1 Purpose

1.1.1 The purpose of this ITT (Invitation to Tender) is to invite Bidders to submit tenders in response to the Local Body Requirements. For brevity, Shropshire Council is referred to in this document as 'the Local Body'.

1.1.2 This ITT has four parts:

- Part 1 – Introduction and Instructions;
- Part 2 – Requirements and Evaluation Strategy;
- Part 3 – Terms and Conditions of Contract;
- Part 4 – Instructions for Submission of Financial Information.

1.1.3 This Part 1 comprises:

- Background Information;
- Guide to the Procurement Process;
- Overarching Instructions for Acknowledgement and Completion of Tender;
- Legal Instructions;
- Definitions (Appendix 1);
- Data Room Access Information (Appendix 2);
- Certificate of Non-Collusion (Appendix 3);
- Code of Conduct (Appendix 4);
- Expression of Interest Form (Appendix 5).

## 2 Background Information

### 2.1 Strategic Ambitions

2.1.1 Shropshire Council recognizes the opportunities for digital communities and remains committed to pursuing its broadband aspiration of providing all premises with access to superfast broadband by 2020.

## 2.2 Benefits from Broadband

Broadband is no longer seen as a luxury, but an essential component in modern day living. Whilst significant improvements in superfast broadband provision have been made in many rural parts of Shropshire, further work is now required to provide ubiquitous access to all our communities.

Connecting Shropshire has a Local Broadband Plan which sets out its strategic aspirations. The Council's Cabinet approved the latest version of its strategy in July 2016. This version was updated to take account of:

- The EU commission direction provided to BDUK on generating and agreeing the National Broadband Scheme 2016
- Market Engagement with industry.
- Local economic growth priorities and social and inclusion objectives.
- Local authority digital by default priorities
- Marches Local Enterprise Partnership aspirations for digital connectivity across all rural areas of the Shropshire Council area
- Shropshire Council recognizes the opportunities for digital communities and remains committed to pursuing its broadband aspiration of providing all premises with access to superfast broadband by 2020.

## 2.3 Major works and permit scheme

2.3.1 Information on the Authority's approach to:

- NGA is determined by the Authority as a major works programme. Within the Authority Connecting Shropshire remains one of the main priority programmes and by definition is seen as major works.
- Shropshire Council operates a Highways permit scheme. Details can be found in the Data Room.

## 2.4 Further Information

2.4.1 Further background information is available in the Data Room, see Appendix 2 to this Part 1 for details on how to access the Data Room.

2.4.2 Bidders are obliged to seek any clarification they require regarding the information provided in the Data Room prior to submission of their proposals. It is, in any event, each Bidder's own responsibility to ensure it fully reviews and understands the information provided in the Data Room.

## 3 Guide to the Procurement Process

### 3.1 Introduction

- 3.1.1 The aim of this procurement process is to competitively select one or more Bidders to deliver the Project.

### 3.2 Conditions of Invitation (Qualification)

- 3.2.1 Tenders are invited for the supply of the goods or services specified or described in Part 2 of this ITT.
- 3.2.2 The Contract shall be subject to the Terms and Conditions of Contract set out in Part 3.
- 3.2.3 The Local Body does not bind itself to accept the lowest or any tender, and reserves the right to accept a tender either in whole or in part, for such item or items specified in this ITT, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
- 3.2.4 The Local Body reserves the right, subject to relevant laws, and at any time, to reject any Tender Response and/or to terminate discussions with any of the Bidders.
- 3.2.5 This ITT together with any other information to be provided at any time within the procurement process has been and will be provided in the interests of assisting Bidders to develop their proposals. It is intended only as an explanation of the Local Body's requirements and is not as a representation to induce any Bidder to enter into any form of contract with the Local Body.
- 3.2.6 Accordingly information provided does not purport to be all-inclusive or to contain all the information that the prospective operator may require. Bidders and their advisers **must** take their own steps to verify information, which they use and **must** make an independent assessment of the opportunity described in this ITT after making such investigation and taking such professional advice as they deem necessary.
- 3.2.7 Neither the Local Body nor any of its directors, officers, employees or agents who now or at any time become concerned with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information contained in this ITT and any associated documents. However the Local Body does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.
- 3.2.8 Neither the Local Body nor its professional advisors shall be liable for any loss or damage arising as a result of reliance on the information in this ITT and attachments, or any associated documents or other information subsequently or previously provided, nor for any expenses incurred by Bidders at any time. No third party has been or will be authorised to accept or agree to accept on behalf of the Local Body any such liability.

- 3.2.9 Bidders remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from them in connection with their Tender Responses whether incurred directly by them or their advisors or subcontractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this ITT and/or other documents issued by the Local Body at any time. For the avoidance of doubt, the Local Body shall have no liability whatsoever to Bidders for the costs of any discussions or communications.
- 3.2.10 The information in this ITT and any associated documents is made available on condition that it is treated as confidential by the Bidders and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made. For example disclosure by a Bidder to its insurers and funders who are directly involved in the tender, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Local Body) to keep such information confidential.
- 3.2.11 Other than as specified above, Bidders shall not make any of the information referred to in paragraph 3.2.10 available to any other parties in any circumstances without the prior written consent of the Local Body nor use it for any purpose other than that for which it is intended.
- 3.2.12 Bidders shall be responsible for the confidentiality of their own information.
- 3.2.13 This ITT is the copyright of the Local Body or the Department for Culture, Media and Sport (DCMS). Bidders shall not reproduce any of the ITT or any associated documents in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Local Body, other than for use strictly for the purpose of preparing their Tender Responses. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Local Body and **must** be returned or destroyed upon demand.
- 3.2.14 Any Bidder who, in connection with this tender:
- 3.2.14.1 offers any inducement, fee or reward to any member or officer of the Local Body or any person acting as an advisor for the Local Body; or
  - 3.2.14.2 does anything which would constitute a breach of the Bribery Act 2010; or
  - 3.2.14.3 contacts any officer of the Local Body about any aspect of the tender, except as authorised by this ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Project or for soliciting information in connection with the Project,
- will be disqualified from any further involvement in the procurement process (without prejudice to any other civil remedies available to the Local Body and without prejudice to any criminal liability, which such conduct by a Bidder may attract).
- 3.2.15 Bidders should advise the Local Body as soon as practicable in the event of a conflict of interest arising in respect of a Bidder's Tender Response. In such circumstances, the Local

Body may require further information from Bidders but reserves the right to disqualify a Bidder from further involvement in the procurement process.

- 3.2.16 In the event of any inconsistency, this document and enclosures will take precedence over any documents previously issued by the Local Body in relation to this Project.
- 3.2.17 The laws of England and Wales shall apply to this ITT and the Tender Responses.
- 3.2.18 The Local Body reserves the right to disregard Tender Responses it considers as non-compliant unless exceptional extenuating circumstances prevail, of which the Local Body will be the final arbiter. The Local Body will reject any Tender Response that is:
  - 3.2.18.1 not in accordance with the conditions of invitation set out in this ITT and all other instructions issued by the Local Body during the procurement process; and/or
  - 3.2.18.2 received after the time specified in this ITT.
- 3.2.19 The Local Body reserves the right to:
  - 3.2.19.1 cancel the procurement process at any stage; and
  - 3.2.19.2 require a Bidder to clarify its submission in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder being disqualified).

### 3.3 Evaluation of Offers to Supply

- 3.3.1 All offers will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the Procurement Legislation award procedure of Most Economically Advantageous Tender (MEAT). A series of evaluation questions are contained at Part 2 Appendix 2 of this ITT which, together with the applicant's proposal, the tender pricing submitted and any subsequent post tender clarifications and presentation will provide the channel by which the Local Body will select the successful Supplier.
- 3.3.2 To ensure that the evaluation is objective a moderation process will be undertaken with the evaluation panel to discuss and agree overall single consensus score for each response where evaluated scores differ in relation to a Bidder's response to a question. If the evaluators cannot agree on a score for one or more responses, then the majority score will be selected as the consensus score; the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s).

*N.B.: All information conveyed within a Bidder's offer to supply will be relied upon as being true and accurate and can form a direct part of the Contract or be the subject of contractual commitments. If any of the information given within a Bidder's offer is subsequently identified as being inaccurate, this may exclude that organisation from further consideration pre contract award. In the event of such an eventuality post contract*

*award, the Local Body reserves any right of termination and other remedies which may arise.*

## 3.4 Procurement Timetable

3.4.1 The following process and timescales apply:

Activity	Elapsed Time	Start Date 2016	End Date 2016
Issue of Contract Notice	1 day	7 November 2016	7 November 2016
Closing date for Expressions of Interest	4 weeks	5 December 2016	5 December 2016
Bidders sign up to Code of Conduct	4 weeks	5 December 2016	5 December 2016
Bidders access to the Data Room	9 weeks	7 November 2016	9 January 2017
Clarification Question process	9 weeks	7 November 2016	9 January 2017
Bidders prepare responses	12 weeks	7 November 2016	30 January 2017
Closing date/time for bid submission			12:00pm (noon) 30 January 2017
Evaluate bidder(s) response and clarify where required	4 weeks	30 January 2017	27 February 2017
Formal post-tender interview – see section 4.4.6	1 day	-	20 February 2017
Local Body initial governance (e.g. sign off evaluation and preferred bidder(s))	1 day	-	27 February 2017
Bidders notified of evaluation outcome (e.g. preferred bidder(s) announced)	1 day	-	27 February 2017
Standstill period – see section 3.2.3	2 weeks	27 February 2017	13 March 2017
Contract finalisation/Due Diligence	2 weeks	13 March 2017	27 March 2017
DCMS Approvals including State Aid and Funding	2 weeks	13 March 2017	27 March 2017
Local Body final governance (e.g. to sign off decision to award contract) and Contract Award	1 Day	-	27 March 2017



Contract Signature	1 day	-	27 March 2017
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- 3.4.2 The Local Body reserves the right to amend this timetable at its absolute discretion.
- 3.4.3 Bidders are required to keep their Tender Responses valid for a period of 120 days from the close date of receipt of Tender Responses.

## 4 Overarching Instructions for Acknowledgement and Completion of Tender

### 4.1 Intention to Bid (or otherwise)

- 4.1.1 Bidders **must** provide an initial indication of whether or not they intend to submit a tender in response to this ITT by completing the Expression of Interest form found at Appendix 5 of this Part 1 to arrive no later than 5 December 2016 via the formal communication channel provided under section 4.2 below.
- 4.1.2 Bidders **must** provide the signed 'Code of Conduct' found under section 4.7 below of this Part 1 and submit the completed form, to arrive no later than 5 December 2016 via the formal communication channel provided under section 4.2 below.
- 4.1.3 Any Bidder subsequently intending to withdraw from this Tender process **MUST** promptly advise Mr. Chris Taylor and confirm the decision via the formal communication approach provided under section 4.2 below.

### 4.2 Bid Communication

- 4.2.1 The Local Body is using a dedicated procurement portal for the purposes of exchanging bid communications (including issuing tender documentation and exchanging clarifications).
- 4.2.2 The Local Body will respond to all reasonable clarifications as soon as possible via the procurement portal.
- 4.2.3 From receipt of this ITT, Bidders **MUST** not communicate with (i) any member of the Local Body's team; (ii) DCMS (including BDUK); and/or (iii) any person acting as an advisor thereto, in relation to this ITT, other than using the communication route described above unless other communication routes for such purpose are notified in writing by the Local Body.

### 4.3 Tender Responses

- 4.3.1 ITT responses should be prepared in accordance with the instructions provided in Part 2 of this ITT.
- 4.3.2 All ITT responses shall be treated in accordance with the Procurement Legislation throughout the Tender process.

- 4.3.3 Bidders may submit bids either as an individual company or as part of a Consortium. Bidders are NOT allowed to submit bids as an individual company AND a Consortium or as part of more than one Consortium.
- 4.3.4 Bids are welcomed for one or both Lots. If two bids are submitted, each will be evaluated independently. In the event that a single Bidder wins both Lots, each Lot bid must be capable of delivery as tendered, including the respective Implementation Plan coverage and timescales.

Bidders must consider the economies of scale and efficiencies that might be delivered if both Lots are won. Bidders are required to complete a separate response template to demonstrate value added benefits at Part 2, Appendix 2 - Bidder Response to the ITT, Part D1. Please note that these committed benefits will form part of the contract basis where a Bidder is awarded both Lots, but responses on benefits will not form part of the evaluation of submissions.

- 4.3.5 Where a Bidder is proposing to subcontract any part of the service to be provided, this must clearly be stated in all cases. The Bidder will be expected to manage and control any subcontractor services included in their proposal and provide evidence of how this will be done.

## 4.4 Clarification

- 4.4.1 Clarification questions may be submitted by a Bidder between 7 November 2016 and 9 January 2016. All clarification questions must be communicated in accordance with section 4.2 above.
- 4.4.2 The Local Body shall provide clarification question responses within 5 working days of their receipt, save that if this timescale cannot be achieved in the circumstances the Local Body shall communicate this to the Bidder(s).
- 4.4.3 The Local Body may itself issue clarification questions to Bidders. These will be communicated in accordance with section 4.2 above.
- 4.4.4 The Bidder shall provide clarification question responses within 5 working days (or such other reasonable timescale as may be requested by the Local Body having regard to the stage in the procurement process and the urgency of the request) of their receipt, save that if this timescale cannot be achieved in the circumstances the Bidder shall communicate this to the Local Body.
- 4.4.5 Bidders should refer to section 5.1.3 regarding wider circulation of clarification questions and responses.
- 4.4.6 If a formal post-tender clarification interview is required, Bidders will be informed as soon as the dates and arrangements have been confirmed. However, Bidders will already have been aware of the likely date through the timetable in this ITT (section 3.4), and should have kept the date free or arranged for another representative of the Bidders organisation to attend. As due notice of the potential event has been supplied through this documentation, post-tender clarification dates will not be changed due to Bidders being

unavailable. Non-attendance may result in exclusion from further consideration. These interviews will be used to clarify the responses provided by selected bidders and relevant scoring may be reviewed before completion of the evaluation of tenders.

## 4.5 Abnormally Low Tenders

- 4.5.1 Where the programme receives a tender which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Bidder to explain in writing the price or cost proposed in the tendered provision of goods or services. The Programme shall assess the information provided by the Bidder and may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## 4.6 Return of Tender documentation

- 4.6.1 Tenders are to be submitted through Delta, the Local Body's electronic tender portal. Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
- 4.6.2 Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.
- 4.6.3 Tenders cannot be accepted if:
- Tenders are received otherwise than through Delta
  - Tenders are received after 12 noon on the given deadline
- 4.6.4 All responses **must** be submitted electronically through the Shropshire Council's eProcurement portal, Delta eSourcing. Tenders which are emailed, posted, faxed or hand delivered to the Local Body will not be considered.
- 4.6.5 The full tender must be completed and returned in the published format. Failure to comply with this instruction may result in your tender submission being discounted.
- 4.6.6 Where forms require signing either by the Bidders or a third party (i.e. a bank, Local Body, or insurance certificate), electronically completed versions are acceptable for tendering purposes, although fully signed hard copies of these forms will be required from Bidder(s) prior to the award of contract.

## 4.7 Bidder 'Code of Conduct' during procurements - Use of Existing Infrastructure

- 4.7.1 In line with paragraph 78(f) of the 2013 Broadband Guidelines and paragraph 115 of the Commission Decision, there is a requirement for operators to offer information and access

to other Bidders for infrastructure it operates in an intervention area, should the operator(s) wish to bid for a particular requirement. To meet this requirement, it is required that all Bidders sign up to a Code of Conduct. The Code of Conduct includes standards for:

- 4.7.1.1 the level of detail of information that should be provided;
  - 4.7.1.2 the timeframes in which the information is to be provided;
  - 4.7.1.3 the acceptable terms of a non-disclosure agreement; and
  - 4.7.1.4 the obligations to make available infrastructure for use in other bids. BDUK will not require suppliers to provide additional forms of access to their existing network (unless required to do so as a regulatory requirement). Nevertheless, it is anticipated that the vast majority of the infrastructure in the intervention areas can be accessed using existing products (e.g. BT products required under 'Significant Market Power' regulations) or as a result of new legislation (e.g. legislation to implement *Directive 2014/61/EU on measures to reduce the cost of deploying high-speed electronic communications networks*).
- 4.7.2 Where a Bidder does not meet the terms of the Code of Conduct, they will be excluded from this procurement, with the process for this being set out in the terms of the Code of Conduct. The bid process will be conducted to a timetable that allows sufficient time for Bidders to compile bids with information provided by other suppliers within the service levels indicated in the Code of Conduct, and allows for any non-compliance issues that impact other Bidders to be resolved efficiently.
- 4.7.3 To meet this requirement, the Local Body will require that all Bidders agree to the terms of the 'Code of Conduct - Use of Existing Infrastructure'. Bidders: (i) must then adhere to the code in order to be considered in the procurement process; or (ii) provide a nil response confirming that they do not operate any infrastructure in the intervention area.

## 5 Legal Instructions

### 5.1 Confidentiality

- 5.1.1 Bidders are subject to the confidentiality obligations set out in the separate Non-Disclosure Agreement entered into between the Local Body and each Bidder as a condition of access to the Data Room.
- 5.1.2 The Local Body is subject to the duty of confidence set out in the Procurement Legislation in relation to information provided by Bidders. The Local Body may disclose documents relating to and/or detailing Bidders' proposals or tenders on a confidential basis (and take reasonable steps to ensure such confidentiality) to any member, director, officer, employee or agent of the Local Body, DCMS (including BDUK), or any person acting as an adviser for any of those parties.
- 5.1.3 The Local Body also reserves the right to disseminate information that is materially relevant to all Bidders, even if the information has only been requested by one Bidder.

Should Bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked “In confidence – not to be circulated to other Bidders” and the Bidder must set out the reason or reasons for the request for non-disclosure to other Bidders. The Local Body shall act reasonably regarding the protection of commercially sensitive information relating to the Bidder subject to its duties under the Procurement Legislation, FOIA and EIR.

## 5.2 Freedom of Information and the Environmental Information Regulations

- 5.2.1 The Local Body is subject to the requirements of the Audit Commission Act 1998, the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR), the subordinate legislation made under FOIA/EIR and any guidance and/or codes of practice issued (from time to time) in relation to such legislation.
- 5.2.2 Bidders are advised that documentation provided by them in response to this ITT and other documentation supplied by them in connection with this procurement may be the subject of a request for information under the FOIA or the EIR.
- 5.2.3 Bidders are required to specify (with reasons) any information contained in their proposals or tenders which they regard as falling within any of the exemptions from disclosure specified under FOIA/EIR including information provided in confidence. Bidders are required to state which provisions of FOIA/EIR apply to the information identified above.
- 5.2.4 Bidders are to make sure any information that is considered commercially confidential is clearly marked as such. The front page of the document must be clearly marked "*In confidence – not to be circulated*" (and any document, submission or each relevant page of the document must also be marked “commercially confidential”). Information marked as confidential should be limited to that which is genuinely confidential and which may be exempted from disclosure under FOIA/EIR. Bidders are to be aware that any document, submission, proposal or tender that indicates that all of the information provided in it is confidential, without a clear and substantive justification, is unlikely to be acceptable to the Local Body. Bidders are to also be aware that even where information is identified as confidential and/or commercially sensitive the Local Body may be required to disclose such information in accordance with FOIA or the EIR.
- 5.2.5 If the Local Body receives a request under FOIA or the EIR for the release of information which has been provided by a Bidder, the Local Body shall consult with the relevant Bidder to inform its decisions regarding any exemptions as they may relate to the Bid Financial Model (being the detailed populated financial spreadsheets submitted in response to Part 4 of this ITT and including any subsequent iterations of that detailed bid financial model) submitted by a Bidder to the Local Body in the course of this procurement but otherwise use reasonable endeavours to consult with the relevant Bidder as soon as practicable where it considers that the requested information may include exempt information relating to that Bidder. Where the Local Body consults with the Bidder, the Bidder must respond to the Local Body's requests within 3 working days (unless otherwise agreed by the Local Body), in order that the Local Body may comply with its obligation to answer the request within the relevant time limit.

- 5.2.6 The Local Body shall be responsible for determining, at its absolute discretion, whether such exemption is to apply and Bidders agree to comply with any such decision taken by the Local Body.
- 5.2.7 The Local Body shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA, the EIR or other legislation governing access to information (including guidance notes and codes of practice issued by the Information Commissioner).
- 5.2.8 Bidders are recommended to take their own independent legal advice regarding the effect of the FOIA and the EIR.

### **5.3 Publicity**

- 5.3.1 No Bidder will undertake (or permit to be undertaken) at any time, any publicity activities with any section of the media in relation to the ITT Documents, this procurement process or the Project or any data coming from the Project without the prior written agreement of the Local Body (including as to the content of any such publicity). In this section the meaning of the word 'media' shall include radio, television, print, newspapers, trade and specialist press, the internet, email or mobile content accessible by the public at large and representative of such media.

### **5.4 Transparency**

- 5.4.1 Bidders are to be aware that the Local Body may comply with the Government's Transparency Agenda by publishing procurement documentation and contracts on appropriate publically accessible websites. The procurement documents, the fact that the Bidder has submitted a bid and the text of any Contract awarded may therefore be published (subject to possible redactions at the Local Body's discretion, relating to information which is exempt from disclosure under the FOIA and the EIR).

### **5.5 Copyright**

- 5.5.1 Bidders are reminded that the copyright in the ITT Documents is vested in the Local Body and/or DCMS. Bidders shall not reproduce in any material form (including photocopying or storing it in any medium by electronic means), any of these documents without written permission of the Local Body other than for use strictly for the purpose of preparing proposals.
- 5.5.2 All information supplied by or on behalf of the Local Body, including any software, electronic media or data relating to the Project, must be returned on demand, without any copies being retained.
- 5.5.3 Should a Bidder (i) decide not to submit a tender or to discontinue its participation in the procurement process; or (ii) not be awarded the corresponding Contract, all documents and other material supplied by or on behalf of the Local Body, together with all such copies thereof as may have been taken, shall be returned to the Local Body immediately and all electronic data supplied by or on behalf of the Local Body shall be immediately permanently deleted from the Bidder's storage devices and from the storage devices of

any other persons to whom the Bidder may have passed the same (whether or not permitted by the Local Body). Nothing in this paragraph shall require the return or destruction of such electronic or other records as are required to be retained to fulfil a legal, regulatory or professional obligation.

## 5.6 Canvassing and Anti-Bribery

- 5.6.1 The Local Body reserves the right to disqualify from this tender process (without prejudice to any other civil remedies available to the Local Body and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:
- 5.6.1.1 offers any inducement, fee or reward to any member, director, officer, employee or agent of DCMS (including BDUK) or the Local Body or any person acting as an adviser for the Local Body or DCMS (including BDUK) in connection with this ITT;
  - 5.6.1.2 does anything which would constitute a breach of the applicable anti-bribery legislation or Section 117(2) of the Local Government Act 1972;
  - 5.6.1.3 directly or indirectly obtains or attempts to obtain information from any member, director, officer, employee or agent of the Local Body or DCMS (including BDUK) or any person acting as an adviser for the Local Body or DCMS (including BDUK) save in accordance with the ITT Documents;
  - 5.6.1.4 canvasses any member, director, officer, employee or agent of the Local Body or DCMS (including BDUK) or any person acting as an adviser for the Local Body or DCMS (including BDUK) in connection with this ITT;
  - 5.6.1.5 contacts any member, director, officer, employee or agent of the Local Body or DCMS (including BDUK) or any person acting as an adviser for the Local Body or DCMS (including BDUK) prior to the conclusion of this procurement process about any specific aspect of the ITT Documents in a manner not permitted by the ITT Documents (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer or other employee).
- 5.6.2 The Local Body reserves the right to disqualify (without prejudice to any other civil remedies available to the Local Body and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:
- 5.6.2.1 fixes or adjusts the amounts stated in its proposal or tender by or in accordance with any agreement or arrangement with any other person (save for legitimate agreements and/or arrangements with a member of its own consortium or supply chain, professional advisors, proposed subcontractors and/or proposed consultants necessary for the purposes of preparing the bid or submission) (other than a member of its own consortium or supply chain);

- 5.6.2.2 enters into any agreement or arrangement with any other Bidder to the effect that he shall refrain from submitting a proposal or tender or as to the amount of any proposal or tender to be submitted;
- 5.6.2.3 causes or induces any person to enter any agreement or arrangement referred to above or to inform the Bidder of the amount or approximate amount of any rival proposal or tender;
- 5.6.2.4 communicates to any person, other than with the written consent of the Local Body or DCMS (including BDUK), the amount or approximate amount of their proposal or tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a proposal or tender).

## **5.7 Anti-Competitive Behaviour**

- 5.7.1 In order to create a level playing field for Bidders, the Local Body may require evidence from Bidders that their arrangements are not anti-competitive. The Local Body reserves the right to require Bidders to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 5.7.2 Any evidence of any anti-competitive behaviour could result in Bidders being disqualified from the procurement process.
- 5.7.3 The above requirements are supplementary to the requirement to provide a Certificate of Non-collusion, a copy of which is provided at Appendix 3.

## **5.8 The Bidder's Team**

- 5.8.1 The members of the Bidder's Team, and the principal relationships between the team members, may be changed in relation to this procurement process only with the prior consent of the Local Body, and subject to any replacement team member being satisfactorily pre-qualified by the Local Body. The Local Body reserves the right to take this into account when determining whether or not to continue with the evaluation of a tender, and whether or not to award the Contract to a Bidder, where there has been a change in the ownership of the Bidder prohibited by the Contract or any members of the Bidder's Team (direct or indirect) or a change in the principal relationships between the team members. For the avoidance of doubt, this section does not concern changes in bid team personnel (i.e. individuals), unless the individual is a sole trader comprising part of the Bidder's Team – rather, it concerns changes at the Bidder's Team corporate/organisation level.

## **5.9 Bidding Costs**

- 5.9.1 Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of proposals or tenders and all future stages of this procurement process.
- 5.9.2 Neither the Local Body or DCMS (including BDUK) nor any of their representatives or advisers of those parties will be liable in any way to any Bidder or any other person for any



costs or expenses incurred by any Bidder or any related party in connection with this procurement process, whether or not the procurement proceeds.

## **5.10 Conflicts of Interest**

5.10.1 The Local Body is concerned to avoid conflicts of interest. In particular but without limitation, the Local Body may consider a conflict of interest as arising where:

5.10.1.1 a subcontractor or advisor put forward by one Bidder is the same firm, company or a member of the same group of companies as that put forward by another Bidder;

5.10.1.2 a subcontractor or advisor is currently advising or has previously advised the Local Body at any time in any capacity in respect of the Project.

Bidders are to note that the Local Body reserves the right to disqualify Bidders where there is an actual or potential conflict of interest. Bidders are therefore advised to review carefully the prior or current involvement of the Bidder including Subcontractors, consortium members and each and any of their advisers with the Local Body or DCMS (including BDUK), its members, officers, employees, agents and advisers and to contact the Local Body in accordance with section 4.2 above (notwithstanding when the conflict is identified) prior to submission of any tender response to discuss actual or potential conflicts they have identified.

5.10.2 Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Local Body could result in a Bidder being disqualified.

## **5.11 Provision of Further Information by Bidders Prior to Submitting a Tender**

5.11.1 The Local Body is relying on the information provided by Bidders in the ITT Part 2 Appendix – Bid Response Document (including but not limited to information concerning the Bidder's Team and structure) for award of a Contract.

5.11.2 If, at any time during this procurement process, there are any changes to the information referred to in section 5.11.1, the Bidder must advise the Local Body as soon as practicable. The Local Body reserves the right to remove the Bidder from this tender process if the changes impact on its evaluation in this procurement process.

5.11.3 There are certain commercial requirements to be detailed as part of a Bidder response to this ITT (for instance regarding financial reports, parental guarantees and insurance cover). These will be reviewed as part of the due diligence period before any Contract award. If, at any time during this procurement process there are any changes to the same, the Bidder must advise the Local Body as soon as practicable. The Local Body reserves the right to remove the Bidder from this tender process if the changes impact on its evaluation in this procurement process.

5.11.4 The Local Body reserves the right to require Bidders to confirm that their information contained within ITT Part 2 Appendix – Bid Response Document remains accurate at all

future stages of this procurement process in order to confirm that Bidders remain prequalified and to take the appropriate action if that is no longer the case.

## **5.12 Local Body's Right to Reject a Tender and/or Disqualify a Bidder**

- 5.12.1 In addition to its rights set out in the other provisions of this section 5, the Local Body reserves the right to reject a proposal or tender and/or disqualify a Bidder where:
- 5.12.1.1 a tender is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than using the approach provided in section 4.2 of this Part 1 or fails to meet the Local Body's submission requirements which have been notified to Bidders;
  - 5.12.1.2 the Bidder and/or members of the Bidder's Team fall within any ground for exclusion set out in Article 57 of Directive 2014/24/EC and/or Regulation 57 of the Public Contracts Regulations 2015 and/or Regulation 58 of the Public Contracts (Scotland) Regulations 2015 at any stage during the procurement process;
  - 5.12.1.3 the Bidder and/or members of the Bidder's Team are guilty of material misrepresentation or false statement in relation to its tender and/or the process;
  - 5.12.1.4 the Bidder and/or members of the Bidder's Team contravene any of the terms and conditions of this ITT;
  - 5.12.1.5 there is a material change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Bidder and/or members of the Bidder's Team (including but not limited to a change in the Bidder's Team from the members who completed the Tender Response);
  - 5.12.1.6 the Bidder introduces a material change to any commitment or statement contained in any submission at any stage of the procurement process;
  - 5.12.1.7 the Bidder breaches the terms of the Non-Disclosure Agreement referred to at section 5.1 above;
  - 5.12.1.8 the Bidder breaches the terms and conditions of use for the communication approach provided under section 4.2 of this Part 1 or any supplementary terms and rules of use for the Data Room;
- 5.12.2 The disqualification of a Bidder will not prejudice any other civil remedy available to the Local Body and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 5.12.3 Bidders are asked to note that in the event that a single tender response is submitted for the procurement from only one Bidder for any Lot that the acceptance of any bid by the Authorities will be subject to external validation in accordance with the requirements set out in Paragraph 95 of the NBS 2016.

## 5.13 Right to Cancel or Vary the Process

- 5.13.1 The Local Body reserves the right at any time:
- 5.13.1.1 not to consider proposals or tenders other than those submitted in accordance with the terms of the ITT;
  - 5.13.1.2 to cancel or withdraw from the procurement process at any stage at no cost or liability to itself;
  - 5.13.1.3 to issue or make available amendments or modifications to the ITT Documents during this procurement process;
  - 5.13.1.4 to amend the terms and conditions of this tender process;
  - 5.13.1.5 to alter the timetable of any aspect of this procurement including any award of the Contract;
  - 5.13.1.6 not to award the Contract as a result of this procurement process and provides no commitment that any Contract will be entered into;
  - 5.13.1.7 to require a Bidder and/or members of the Bidder to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder being disqualified).

## 5.14 Governing Law

- 5.14.1 All tender discussions with Bidders will be conducted, and all documents, proposals and tenders will be prepared, in the English language. The procurement process and any contract arising will be subject to English law and the exclusive jurisdiction of the English courts.

## 5.15 Specification of Standards

- 5.15.1 Where reference is made to an International, European or British Standard then a Bidder may propose an equivalent to any of these, provided that its proposal offers equivalent guarantees of safety, suitability and fitness for purpose to those specified.

## 5.16 Disclaimer

- 5.16.1 Whilst prepared in good faith, the ITT Documents are intended only as a background explanation of Local Body activities and plans.
- 5.16.2 The ITT Documents do not purport to be all inclusive or to contain all of the information that a Bidder may require.
- 5.16.3 Any persons considering making a decision to enter into contractual relationships with the Local Body following receipt of the ITT Documents is to make their own investigations and

their own independent assessment of the Local Body and their requirements for the Project and is to seek their own professional financial and legal advice.

- 5.16.4 Neither the Local Body or DCMS (including BDUK) or their advisers, or the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person:
- 5.16.4.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT Documents;
  - 5.16.4.2 accepts any responsibility for the information contained in the ITT Documents or for its fairness, accuracy or completeness;
  - 5.16.4.3 shall be liable for any loss or damage (other than in respect of losses that cannot be excluded by law including fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 5.16.5 The subject matter of these ITT Documents and the procurement process as a whole shall only have contractual effect when it is contained in the express terms of an executed Contract. No statement or matter contained in these ITT Documents or made or undertaken as part of this procurement process is intended or shall be taken or implied as having contractual effect or as constituting a contract, agreement, warranty or representation between the Council or any other party.
- 5.16.6 Nothing in the ITT Documents is, or is to be, relied upon as a commitment or a representation as to the Local Body's ultimate decision in relation to the Project. The publication of the ITT Documents in no way commits the Local Body or DCMS (including BDUK) to award any contract or pursue any tender process for the Project.
- 5.16.7 The Local Body reserves the right to vary or change all or any part of the basis of the procurement process at any time or not to proceed with the procurement at all.

## **5.17 Parent Company Guarantee / Performance Bond**

- 5.17.1 The Local Body reserves the right during the procurement process, in its absolute discretion, to require a Bidder's parent company (or other guarantor, if approved by the Local Body) to provide additional security by way of a parent company guarantee (in the form set out in Schedule 7 of the Contract) and/or a performance bond. If such security is not forthcoming or is provided in a form other than the form specified by the Local Body, the Local Body reserves the right to reject the relevant Bidder. Bidders should note that drafting has been inserted into the Contract to allow for the provision of a parent company guarantee and/or performance bond in the event the Local Body exercises its rights set out in this paragraph 5.17.1. Local Body shall consider whether a parent company guarantee and/or a performance bond is required in the circumstances, taking into account any limitation in evidence of financial sustainability due to recent trading history or other material concern arising from the financial assessment performed as part of the ITT process.

# Appendix 1

## Definitions

### A1.1 Definitions Table

A1.1.1 For the purpose of this ITT the following terms and their meanings shall apply:

<b>Broadband Guidelines 2013</b>	<a href="http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2013:025:0001:0026:EN:PDF">http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2013:025:0001:0026:EN:PDF</a>
<b>Bidder</b>	a Supplier that is the recipient of this ITT unless the context of the use of this term in this ITT otherwise demands;
<b>Bidder's Team</b>	the (corporate/organisational level) team bidding for the Project, including where the Bidder is: (i) a sole organisation (ii) a consortium member (iii) a prime contractor, the prime contractor and each Subcontractor (iv) a partnership, each member of the partnership (v) an incorporated company, the incorporated company (vi) a co-operative
<b>Busy Hour Committed Rate</b>	the applicable minimum Service Frame (as defined by NICC ND 1030) throughput rate that each Retail Service Provider shall be able to obtain on a wholesale basis and make available to End User Premises for at least 90% of the time during the busiest (i.e. highest total traffic load) three (3) hours of each day during the Term;
<b>Bid Financial Model</b>	this will comprise the detailed populated financial spreadsheets submitted in response to Part 4 of this ITT, which shall become the Project Model (as defined in Schedule 1 of the Contract) upon signature of a corresponding Contract.
<b>Commission Decision</b>	the decision from the European Commission approving an aid scheme (as defined in Council Regulation (EC) 2015/1589) with reference number C(2016) 3208, available at: <a href="http://ec.europa.eu/competition/state_aid/cases/263954/263954_1760328_135_4.pdf">http://ec.europa.eu/competition/state_aid/cases/263954/263954_1760328_135_4.pdf</a>
<b>Contract</b>	a contract for the deployment of broadband access and related services, made between the Local Body and a Supplier pursuant to this ITT;
<b>Code of Conduct</b>	the code of conduct set out in Appendix 4 of Part 1 of this ITT;
<b>Data Room</b>	the data room made available to Bidders as described in Appendix 2 of Part 1 of this ITT. The Data Room refers to the Tender Box in the Local Body's Delta e-tendering Portal;

<b>ITT</b>	this invitation to tender, including all the ITT Documents;
<b>ITT Documents</b>	all Parts and Appendices, all associated tender documentation, guidance, clarifications, project documentation and information issued or made available by the Local Body and/or its advisers as part of this procurement process;
<b>Key-Subcontractor</b>	has the meaning set out in Schedule 1 of the Contract;
<b>Local Body</b>	as identified in section 1.2.1 of Part 2;
<b>Local Body Requirements</b>	the requirements of the Local Body for its Project, as identified in Part 2 of this ITT and further detailed in the wider ITT Documentation;
<b>Network</b>	the electronic communications network from any Handover Point to all End User termination points as specified for the Deployed Services, which is a Solution Component and which shall be constructed, rolled out, installed, commissioned, deployed and operated by the Supplier in accordance with this Contract;
<b>NGA (Next Generation Access)</b>	networks that have the following characteristics: (i) deliver services reliably at a very high speed per subscriber through optical (or equivalent technology) backhaul sufficiently close to user premises to guarantee the actual delivery of the very high speed; (ii) support a variety of advanced digital services including converged all-IP services; and (iii) have substantially higher upload speeds (compared to basic broadband networks). In this context NGA broadband networks must be capable of delivering access line speeds of at least 30 Mbps;
<b>NGA Intervention Area</b>	the collection of premises identified in Part 2, which are in scope for NGA Network intervention as part of the Solution;
<b>Out of Scope Premises</b>	the premises defined in Part 2, which are out of scope for intervention as part of the Solution;
<b>Overall Geographic Area</b>	the area defined in section 1.4.2 of Part 2;
<b>Procurement Legislation</b>	Directive 2014/24/EC of the European Parliament and of the Council and Council Directive 89/665/EEC of the European Parliament and of the European Council (as amended by Directive 2007/66/EC and Directive 2014/23/EU) or any legislation implementing either or both of them;
<b>Project</b>	the local broadband project to be delivered pursuant to this ITT;
<b>Solution</b>	the Bidder's solution, to the Local Body Requirements, proposed (or to be proposed) pursuant to this ITT;
<b>Speed and Coverage Template</b>	the spreadsheet to be completed by Bidders, set out at Appendix 3 to Part 2 to this ITT;
<b>Subcontractor</b>	has the meaning set out in Schedule 1 of the Contract;
<b>Supplier</b>	the Bidder to which the Contract, if awarded, is awarded by the Local Body;
<b>Tender Response</b>	the tender to be submitted by each Bidder in response to this ITT.

## A1.2 Interpretation Rule

### A1.2.1 In the ITT Documents:

- A1.2.1.1 any definitions set out in Schedule 1 of the Contract shall, for the purposes of the Contract content in Part 3 of this ITT, take precedence over the above meanings;
- A1.2.1.2 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- A1.2.1.3 references to any statute, enactment, order, regulation, instrument, code, standard or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, instrument (including any EU instrument), code, standard, or other similar instrument as amended, replaced, consolidated or re-enacted.

## Appendix 2

### Data Room Access Information

#### A2

##### A2.1 Introduction

###### A2.1.1 Purpose of this Document

- A2.1.1.1 The Local Body is providing a Data Room and is making available all relevant documents through the Delta e-tendering Portal as part of the procurement process 'The Bidders' attention is specifically drawn to Clause 5 of the Contract concerning this due diligence Information and section A2.2 below concerning changes to the content of the Data Room.

##### A2.2 Data Room Access and Restrictions

###### A2.2.1 Access to Data Room

- A2.2.1.1 The Data Room can be accessed by Bidders subject to the terms of the Non-Disclosure Agreement entered into between the Bidder and the Local Body, and this ITT.

###### A2.2.2 Data Room Content

- A2.2.2.1 Please refer to the index contained within the Data Room for a full list of the information supplied within the Data Room.
- A2.2.2.2 The content of the Data Room may change over time.

###### A2.2.3 Restrictions

- A2.2.3.1 Each Bidder must, for the avoidance of doubt, adhere to the terms of the Non-Disclosure Agreement and this ITT in respect of the Data Room content.

###### A2.2.4 Reliance on Content of Data Room

- A2.2.4.1 The Bidders are referred to Clause 5 of the Contract concerning reliance on the content of the Data Room.

No representation or warranty is made concerning the completeness or accuracy of the Data Room, save to the extent expressly set out in the Contract.



# Appendix 3

## Certificate of Non-Collusion

### Certificate of Non-Collusion

The Bidder must sign and return to the Local Body the following Certificate of Non-Collusion:

We the undersigned do hereby certify that:-

- (a) Our tender is bona fide and intended to be competitive and we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person;
- (b) We have not indicated to any person other than the person calling for the tender amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (c) We shall have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or asked the amount of any tender to be submitted;
- (d) We have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the nature specified and described above;
- (e) We further undertake that we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

For and on behalf of: .....

Signed:.....

Position held:.....

*(Duly authorised agent of the Bidder)*

## Appendix 4

### Code of Conduct – Use of Existing Infrastructure

#### Introduction

1. The 2013 Broadband Guidelines require that “Any operator which owns or controls infrastructure (irrespective of whether it is actually used) in the intervention area and which wishes to participate in the tender, should fulfil the following conditions: (i) to inform the aid granting authority and the NRA about that infrastructure during the public consultation; (ii) to provide all relevant information to other bidders at a point in time which would allow the latter to include such infrastructure in their bid.”
2. To meet this requirement, all Bidders must either agree to and comply with this Code of Conduct in respect of their corresponding infrastructure; or confirm that they have no infrastructure in the intervention area.

#### **(A) Infrastructure required to be made available**

3. All Bidders must grant access to the relevant infrastructure in accordance with the requirements of the *Communications (Access to Infrastructure) Regulations 2016*, which implement Directive 2014/61/EU.
4. These require infrastructure operators to agree to provide access to physical infrastructure on fair and reasonable terms, except insofar as the request is unreasonable (based on objective, transparent and proportionate grounds).
5. Bidders should refer to Ofcom's *Draft Guidance: Communications (Access to Infrastructure) Regulations 2016* for further information.<sup>1</sup> Ofcom is presently consulting on this guidance and plans to issue final guidance around the end of 2016.
6. Where a Bidder has been determined by Ofcom to have Significant Market Power, any regulatory remedies will continue to apply such that other Bidders who do not own or control the regulated passive assets could request access. This includes access to ducts and poles in the form of BT's Physical Infrastructure Access (PIA) product.
7. Before providing access to infrastructure, the operator may apply a reasonable accreditation process in respect of the access seeker. Bidders will not need to be accredited to access information on the infrastructure or to submit a related bid (BDUK would, however, advise them to investigate any relevant accreditation processes and timescales in the preparation of their bids).

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<sup>1</sup><http://stakeholders.ofcom.org.uk/binaries/consultations/ATI-dispute-guidance/summary/proposed-guidance.pdf>

8. Information must be provided for all relevant infrastructure that a Bidder owns or controls (irrespective of whether it is actually used) in the intervention area (as identified in the Invitation to Tender (ITT)).

**(B) The level of detail of information that should be provided**

9. By agreeing to this Code of Conduct, Bidders undertake to list the types of infrastructure they own or control in the intervention area (to include masts, poles and ducts). Where access products relating to the infrastructure exist, the terms of reference for those access products must also be made available.
10. When a Bidder submits a request for information to another Bidder, the recipient of this request must make available: (1) geographic data that includes point locations for masts and poles and route data for ducts; (2) the capacity available where accurately known; and (3) the rental costs. The level of detail must be equivalent to the “existing plant utility location” prints that utilities apply for when undertaking road construction.
11. For that detailed information, a Bidder can charge a fee towards the genuine resource cost of compiling that information for the intervention area. Where a Bidder charges such a fee, it must be capped at £500 per intervention area per bidder.

**(C) The timeframes in which the information is to be provided**

12. At least six weeks before the deadline for ITT responses, implementing bodies must publish a list of all the Bidders who have agreed to this Code of Conduct. This may be done through a Pre-Qualification Questionnaire, or through an Expression of Interest process.
13. A Bidder has up to ten (10) days from publication of the Bidder list to indicate to any other Bidder to whom that Bidder could potentially wish to submit an access request, that: (1) they intend to request information on the infrastructure to inform the development of the Bidder’s proposed solution; and (2) the type of infrastructure that they could seek access to. On receipt of this notification, the recipient can start to develop terms of reference for access products where these do not already exist.
14. Where an initial indication of interest has been received from a Bidder in accordance with paragraph 13 above, the recipient must respond to any follow-up specific request for information from the relevant Bidder within a maximum of ten (10) working days of the request. The information that must be provided is as set out in paragraph 10.
15. If a Bidder had not submitted an indication of interest within the first 10 days (as outlined in paragraph 13) to the operator concerned, the recipient has a maximum of twenty (20) working days to respond to any request for information.

16. Alternatively, Bidders with infrastructure in the intervention area may choose to publish or otherwise make available information on the available infrastructure in advance. For example, they could provide the maps to the implementing body, who would host them in a data room (i.e. a secure extranet site that all Bidders could access). Another possibility for standardising information requests is for infrastructure operators to identify areas where they own infrastructure on sites such as [linesearchbeforeudig.co.uk](http://linesearchbeforeudig.co.uk) and - if all of the relevant information is there - to direct enquirers to the site.

**(D) The acceptable terms of a non-disclosure agreement (NDA)**

17. The recipient of a request may require the Bidder to sign a NDA.
18. Template NDA text is provided at Annex A. Bidders will need to attach their NDA to their signed Code of Conduct. The National Competence Centre (NCC) will need to check any non-template NDA to verify that it is non-prejudicial and otherwise consistent with the aims and intent of the Code of Conduct.

**(E) Non-Compliance with the Code of Conduct**

19. Where a Bidder does not comply with this Code of Conduct in respect of relevant infrastructure, it will be excluded from the corresponding procurement.
20. A Bidder can notify the NCC at [stateaidforbroadband@culture.gov.uk](mailto:stateaidforbroadband@culture.gov.uk) if it believes another Bidder has breached the Code of Conduct.
21. Within 5 days of receiving the complaint, the NCC will attempt to resolve the case through arbitration (after consultation with Ofcom, if necessary.)
22. Where possible, the NCC will seek to resolve the case without the bidder being disqualified from a tender process. However, if a resolution cannot be reached through the arbitration process, the NCC would advise the implementing body that the Bidder's actions would likely result in them being considered non-compliant with State aid rules (the 2016 Commission Decision and the 2013 Broadband Guidelines).

**(F) Non-Bidders**

23. Bidders could request information about existing physical infrastructure that may be relevant to their bid from non-bidders under the Communications (Access to Infrastructure) Regulations 2016. BDUK encourages *all* infrastructure operators, regardless of whether they are bidders, to meet the standards outlined in this document.

Agreed for and on behalf of [insert organisation name]

By \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Authorised signatory with the delegated authority of [insert organisation name]

## ANNEX A - TEMPLATE NON DISCLOSURE AGREEMENT TEXT

IT IS AGREED as follows:

### 1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires the following words shall have the following meanings:

<b>Agreement</b>	means this non-disclosure agreement;
<b>Broadband Procurement</b>	Phase 2b procurement to further extend coverage of Next Generation Access (NGA) Broadband across the Shropshire Council area;
<b>Confidential Information</b>	means the information, in whatever medium or form (including information conveyed in writing, orally, visually or electronically), whether belonging to the Discloser or a third party (other than the Recipient), which is directly or indirectly disclosed to the Recipient or any of its representatives by any agent or employee of the Discloser, or a third party owner at the Discloser's direction, in connection with the Purpose;
<b>Discloser</b>	means the Party by whom or on whose behalf the Confidential Information is disclosed;
<b>Party</b>	means a party to this Agreement;
<b>Purpose</b>	means (i) the provision and use of information on physical infrastructure; and (ii) any subsequent access and use of such physical infrastructure, to achieve the aims and intent of the Code of Conduct entered into by the Parties as part of the Invitation to Tender process relating to the Broadband Procurement; and
<b>Recipient</b>	means the Party which receives the relevant Confidential Information from the Discloser.

1.2 In this confidentiality undertaking, unless the context otherwise requires:

- 1.2.1 the singular shall include the plural and vice versa and one gender shall include the other;
- 1.2.2 a reference to any legislation shall include a reference to such legislation as amended, extended, consolidated or re-enacted from time to time;

- 1.2.3 any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar shall be construed as illustrative and without limitation to the generality of the related general words; and
- 1.2.4 references to Clauses shall, unless otherwise expressly provided, mean references to clauses in this Agreement.

## 2. **CONFIDENTIALITY UNDERTAKINGS**

- 2.1 In consideration of the Parties signing and agreeing to the terms of this Agreement and agreeing to disclose Confidential Information, the Recipient undertakes to the Discloser that, with respect to any and all Confidential Information disclosed to the Recipient or to any person on behalf of the Recipient by the Discloser or by any person on behalf of the Discloser, the Recipient shall:
  - 2.1.1 treat all Confidential Information as completely and strictly confidential and keep it in safe and secure custody (as is appropriate depending upon the form in which such information is recorded and stored and the nature of the Confidential Information);
  - 2.1.2 not disclose, copy, reproduce, publish or distribute the Confidential Information (or any part thereof) to any person save to the extent expressly permitted under this Agreement or otherwise authorised by the Discloser in writing;
  - 2.1.3 respect the Discloser's proprietary rights in the Confidential Information and maintain the Confidential Information as the Discloser's property;
  - 2.1.4 use the Confidential Information solely and exclusively for the Purpose;
  - 2.1.5 inform the other Party immediately upon becoming aware or suspecting any unauthorised access, copying, use or disclosure in any form of Confidential Information; and
  - 2.1.6 not post any Confidential Information on any internet platform save to the extent expressly permitted under this Agreement or otherwise authorised by the Discloser in writing.
- 2.2 Clause 2.1 shall not, or shall cease to, apply to the extent that any Confidential Information:
  - 2.2.1 is or becomes generally known or available to the public (other than as a direct or indirect result of a disclosure in breach of this Agreement or any confidentiality undertaking given by any other person);
  - 2.2.2 is already known to the Recipient prior to disclosure by the Discloser or any other person on behalf of the Discloser and such prior knowledge can be evidenced by the written records of the Recipient;

- 2.2.3 is or becomes known to the Recipient by disclosure from a third party (other than where such disclosure is itself subject to an obligation of confidentiality);
- 2.2.4 is not required to be treated as Confidential Information, as expressly confirmed by the Discloser in writing; or
- 2.2.5 is required to be disclosed by any applicable law, governmental or regulatory authority, provided that the confidentiality obligations shall only be waived to the extent of the disclosure so required and provided further that where reasonably practicable and lawful, the Recipient shall:
  - (a) promptly (and where reasonably practicable, in advance) notify the Discloser of the required disclosure and upon the Discloser's request, provide such information as may be reasonably required by the Discloser to understand the basis and implications of such required disclosure; and
  - (b) upon the Discloser's request, provide such co-operation as may be reasonable in the circumstances taking into account the basis, manner, scope and timing of such required disclosure to challenge the basis or mitigate the implications of such required disclosure.
- 2.3 Each Party shall be entitled to disclose Confidential Information to the local body operating the Broadband Procurement and the Department for Culture, Media and Sport (DCMS), provided such disclosure is connection with the Broadband Procurement and/or the role of DCMS in overseeing and supporting that and related procurements.
- 2.4 Each Party shall be entitled to disclose Confidential Information to its professional advisors (including consultants) to the extent necessary to enable it to take advice with respect to the relevant Purpose and/or to enforce its rights or obligations under this Agreement. The Recipient shall procure that any such professional advisor to whom Confidential Information is disclosed complies with the obligations of confidentiality and the terms and conditions of this Agreement as if such professional advisor were receiving such Confidential Information as a Recipient hereunder.
- 2.5 Except with the Discloser's prior written consent, and without prejudice to the Recipient's other obligations in this Agreement, the Recipient shall not disclose information the Discloser has identified as confidential to one line of business in the Discloser's organisation to employees, agents or contractors employed within the Discloser's organisation unless the Recipient knows that they are employed within or by the same line of business in the Discloser's organisation.



3. **THIRD PARTY RIGHTS**

Nothing in this Agreement shall confer on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999. This does not affect any Party's rights or remedies, or the rights of any other person, which may exist or are available other than by virtue of that Act.

4. **WAIVER AND INVALIDITY**

4.1 A waiver by any Party of any breach of, or default in, any term or condition of this Agreement shall not constitute a waiver of or any assent to any succeeding breach of, or default in, the same or any other term or condition.

4.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if the relevant provision had been deleted.

5. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters contained within this Agreement. Each Party acknowledges and agrees that it does not rely on and shall not have any remedy in respect of any statement, representation, warranty or undertaking other than as expressly set out in this Agreement, provided that nothing in this Agreement shall operate to exclude any liability for fraud.

6. **VARIATION**

This Agreement may only be amended or varied by agreement of the Parties in writing.

7. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.

8. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any matters arising out of or in connection with this Agreement.

# Appendix 5

## Expression of Interest Form

In response to the ITT with ref:

Bidders must provide an initial indication of whether or not they intend to submit a tender in response to this ITT on 5 December 2016 via the formal communication channel provided and as described within Part 1 of the Invitation to Tender under section 4.2.

Provider:

Contact details:

Name:

Address:

Email:

Bidders must indicate, by ticking the appropriate box, which Lots they intend to bid for:

Lot 1:	Lot 2:
Shropshire east	Shropshire west
<input type="checkbox"/>	<input type="checkbox"/>

This form is an expression of interest only; the full details of the project and the desired outcomes have been provided in the Invitation to Tender.



## ITT Part 2:

# Requirements and Evaluation Strategy

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 1.0

Status: Issued

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# 1. Introduction and Context

## 1.1 Purpose

1.1.1 The purpose of this Part 2 is to define the Local Body Requirements. Part 2 contains the following sections:

- Introduction and Context
- Local Body Requirements
- Appendix 1 – Evaluation Strategy, including Selection and Award Criteria
- Appendix 2 – Bidder Response to ITT
- Appendix 3 – Speed and Coverage Template
- Appendix 4 – Supplier Solution Document
- Appendix 5 – Compliance Matrix
- Appendix 6 – Bidder Completion Check Sheet

## 1.2 Project Stakeholders

### 1.2.1 Local Body (i.e. the lead Local Body and Contracting Authority under the Contract)

Shropshire Council

### 1.2.2 Other Beneficiary Local Bodies

Section not applicable

### 1.2.3 Wider Stakeholders

Throughout deployment, the Local Body has gathered together key influencers, advocates and stakeholders who have remained well-informed, briefed and supportive of the programme to date. In addition, the programme has created a Broadband Partnership Group to unlock ideas and energies of its constituents, particularly those in the most rural areas. Further details can be found in the Communications Strategy and Local Broadband Plan in our Data Room.

### 1.2.4 Development of the Procurement Strategy and Requirements

Broadband is no longer seen as a luxury, but an essential component in modern day living. Whilst significant improvements in superfast broadband provision have been made in many rural parts of Shropshire, further work is now required to provide Next Generation Access (NGA<sup>1</sup>) to all our communities.

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<sup>1</sup> Capable of capable of delivering 30 Megabits per second (Mbps).

The Local Body has a Local Broadband Plan which sets out its strategic aspirations. The Council's Cabinet approved the latest version of the Local Broadband Plan in July 2016. This version was updated to take account of:

- The EU commission direction provided to BDUK on generating and agreeing the National Broadband Scheme 2016
- Market Engagement with industry
- Local economic growth priorities and social and inclusion objectives
- Local authority digital by default priorities
- Marches Local Enterprise Partnership aspirations for digital connectivity across all rural areas of the Shropshire Council area
- The Local Body recognises the opportunities for digital communities and remains committed to pursuing its broadband aspiration of providing all premises with access to superfast broadband by 2020, with as many having access by the end of 2017

#### **1.2.5 Commercial Model:**

The Local Body has tested different commercial models with the market and across its funders. The outcome from this is that this ITT is based on a gap funded model approach.

#### **1.2.6 State Aid & Open Access Requirements**

In line with the National Broadband Scheme (NBS) the Local Body requires proposals from Bidders to be on an Open Access basis (as further described in the 2016 Commission Decision).

## **1.3 Meeting the Objectives**

#### **1.3.1 Strategic Objectives:**

The Local Body's strategic objectives are set out in the Local Broadband Plan which is provided in the Data Room.

#### **1.3.2 Economic Growth Outcomes and Requirements:**

Driving business growth through improved access to markets for suppliers (including exporting) are key ambitions. These ambitions will be supported by fast and reliable broadband services. High levels of NGA should also support attracting new investment and act as a catalyst for new business starts ups, support home-working and micro businesses.

#### **1.3.3 Social Outcomes and Requirements:**

NGA and Ultrafast connectivity is crucial not only for the economic prosperity of the Shropshire Council area but also for the quality of life of local residents and to enable them to access better life opportunities. This includes healthcare, learning and other public services as well as benefitting from the social, leisure and efficiency opportunities which digital connectivity provides. Stimulating demand and raising awareness about the benefits

and availability of NGA access is important to ensure that the impacts of the investment in NGA infrastructure can be maximised. Widespread and affordable NGA is crucial for the success of the Local Body's service transformation agenda during within challenging financial circumstances.

## **1.4 Geography and Premises**

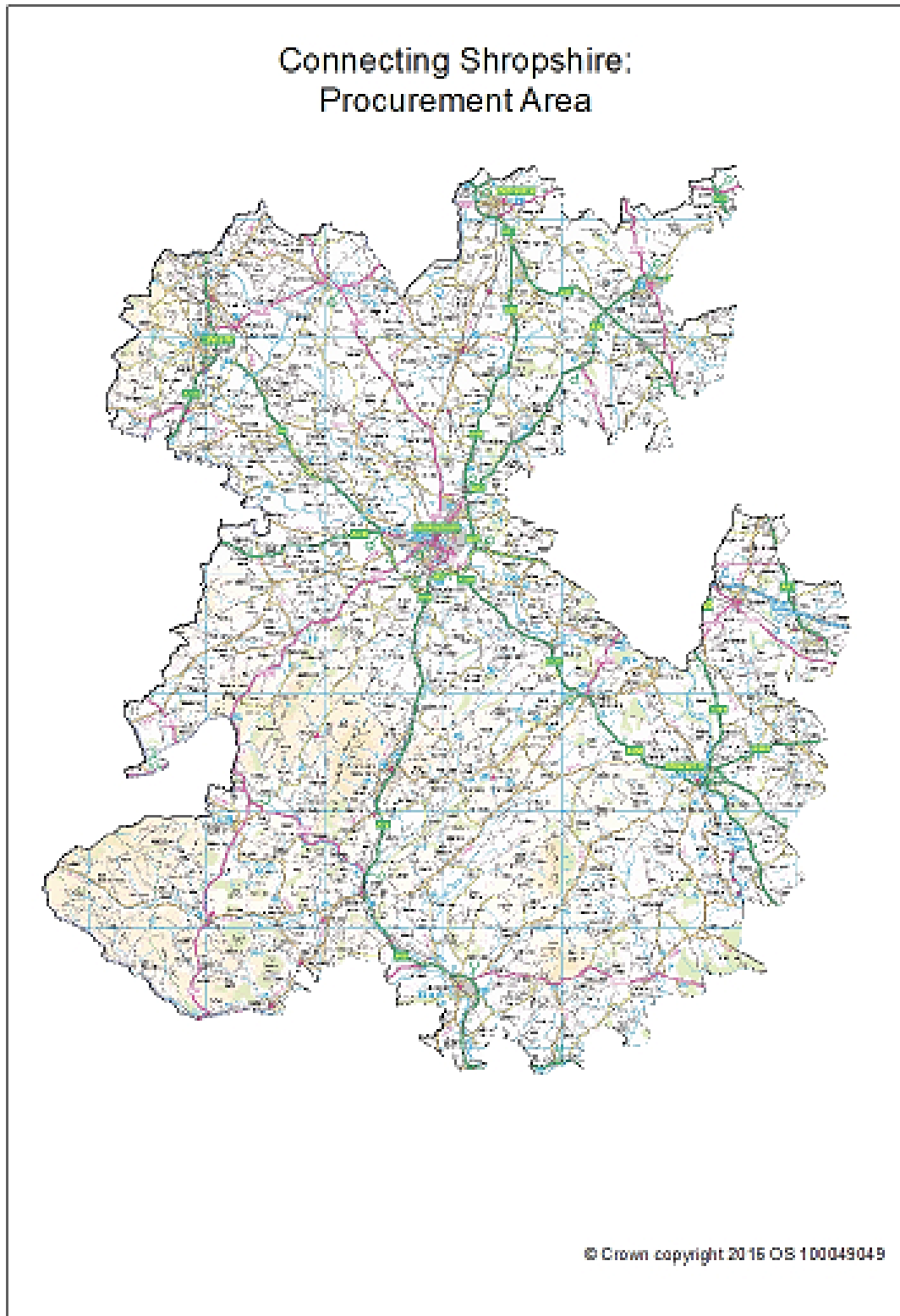
### **1.4.1 Data Overview**

The following maps are based on broadband access speed data derived from the Open Market Review (OMR) the Local Body initiated on 3 June 2016, and the subsequent Public Consultation which closed on 5 September 2016. Please see the 'Shropshire State Aid Public Consultation - outcome report FINAL' in the Data Room.

### **1.4.2 Overall Geographic Area**

The following map shows the boundary of the entire Shropshire Council area (the Overall Geographic Area) that is the subject of this tender:

Figure 1.2 Map of Shropshire Council area





There is a total of 144,660 premises within the Overall Geographic Area. The total number of Targeted NGA White premises in the Overall Geographic Area for this tender is 16,015.

Some premises within the Overall Geographic Area already have NGA broadband services available, or there is a commitment to make NGA available in the next three years - these premises are Out of Scope Premises and are mapped as NGA grey or black. The remainder are NGA white with a proportion classified as 'under review'. These 'under review' premises are not targeted for the purposes of this ITT. The Local Body will continue to review the relevant operators' plans regularly and where it is determined that delivery is not taking place the Local Body can, through the Contract Change Control Procedure, include 'under review' premises for further NGA deployment. This may take place in stages over the period of the contract deployment.

Refer to Table in paragraph 1.6 for applicable premises counts.

The Project concerns a land area of 319,736 hectares. 28% of the 308,600 population reside in the county town of Shrewsbury; 36% live in other market towns and key service areas; 36% live in villages, hamlets and the countryside.

The overall area is relatively sparsely populated, with a population density of 0.96 persons per hectare.

There are 144,660 premises in the Project area, of which 11,943 registered to pay business rates.

Figure 1.2 Map of Shropshire Council area - NGA Broadband coverage

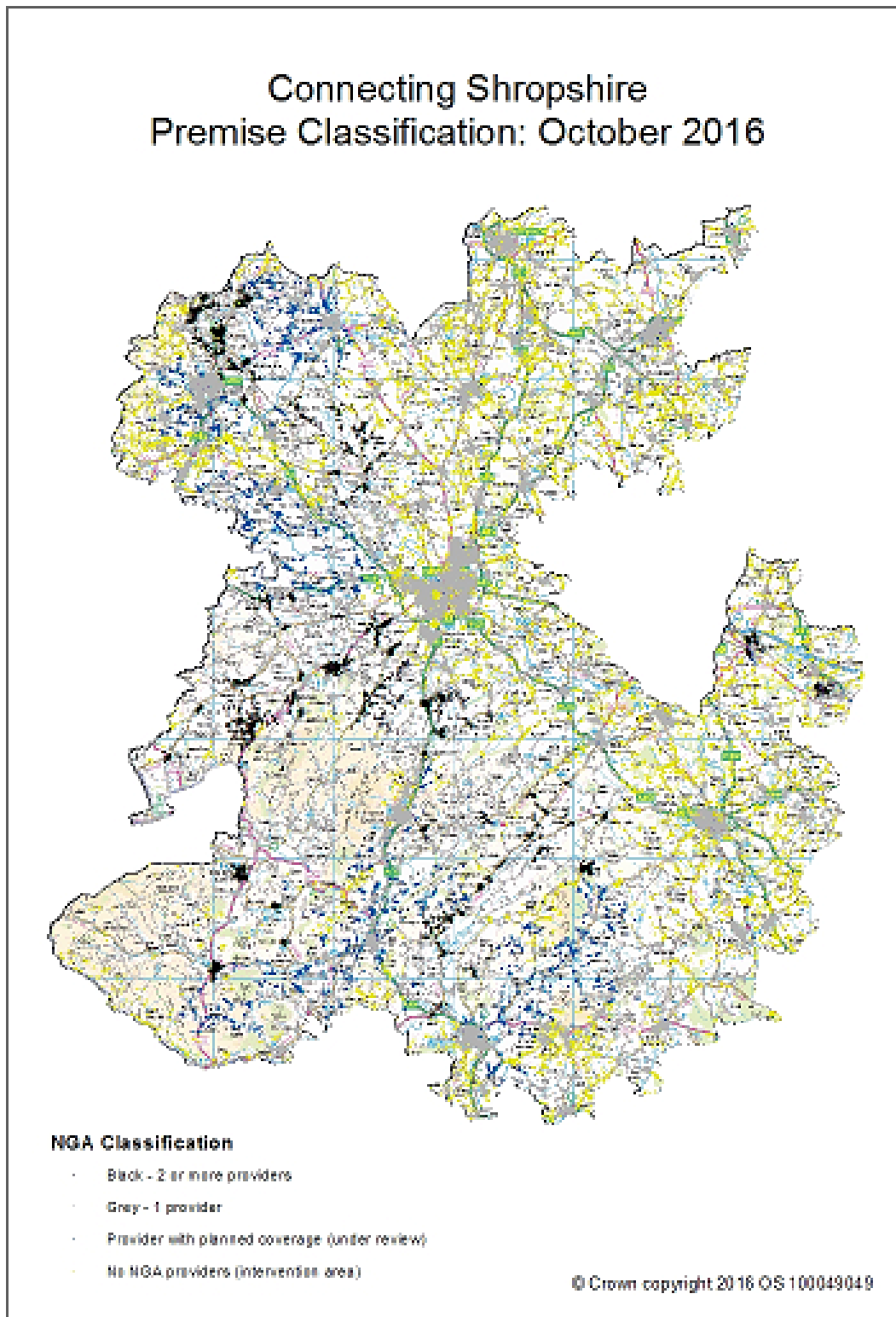
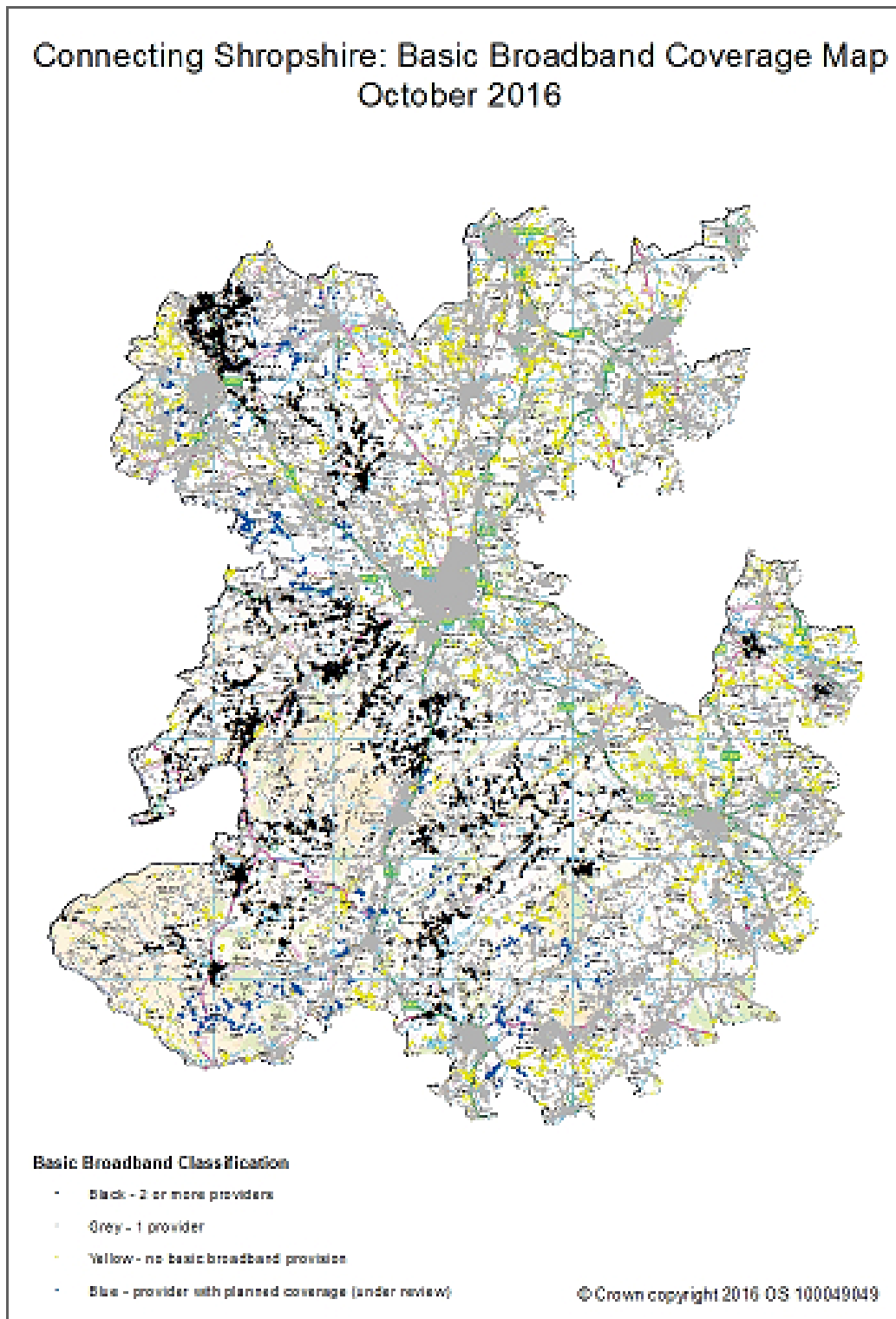


Figure 1.3 Map of Shropshire Council area - Basic Broadband coverage

N.B. There is no basic broadband requirement for this ITT



## 1.5 Lotting

Bids are welcomed for one or both Lots. If a tender response for each Lot is submitted, each will be evaluated independently. In the event that a single Bidder wins both Lots, each Lot bid must be capable of delivery as tendered, including the respective Implementation Plan coverage and timescales.

**Aggregation:** Bidders must consider the economies of scale and efficiencies that might be delivered if both Lots are won. Bidders are required to complete a separate response template to demonstrate value added benefits at Part 2, Appendix 2 - Bidder Response to the ITT, Part D1. Please note that these committed benefits will form part of the contract basis where a Bidder is awarded both Lots, but responses on benefits will not form part of the evaluation of submissions.

### 1.5.1 The Lots

There are two Lots defined in this ITT. The Lot boundaries follow parish boundaries to divide the Intervention Area (IA) into two Lot areas. The reason for splitting the IA into two Lots is because the density of NGA white premises in the east of the area is higher than that in the west:

**LOT 1** – Shropshire east covers 95,064 premises in total, with an intervention (white premise) count of **13,259 premises**. This equates with 14% of premises in the Lot area. Lot 1 covers 149,773 hectares.

**LOT 2** – Shropshire west covers 49,596 premises in total, with an intervention (white premise) count of **2,756 premises**. This equates with 5.5% of premises in the Lot area. Lot 2 covers 169,960 hectares.

Figure 1.4 Map of Shropshire Council area – Lot areas

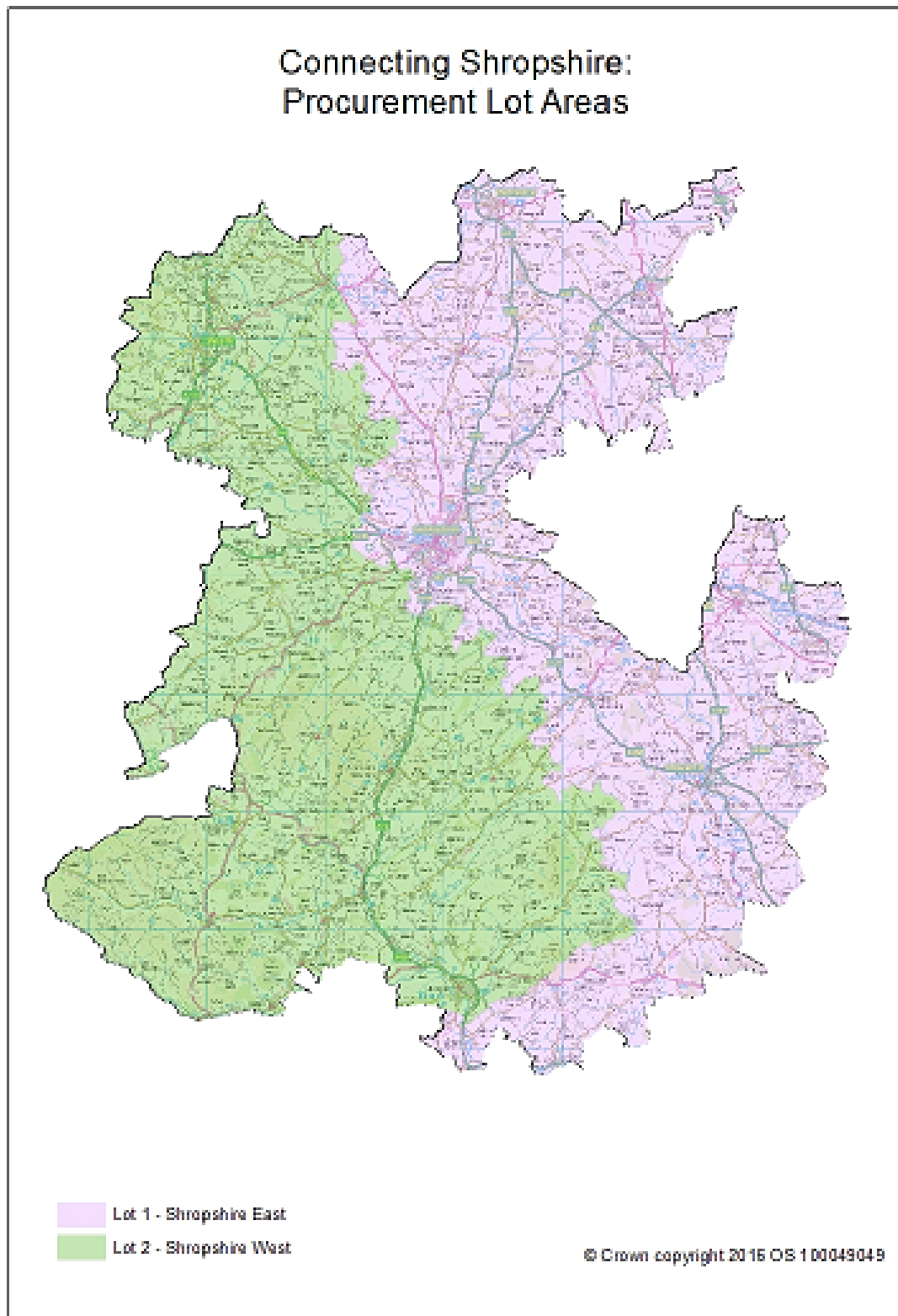


Figure 1.5 Map of Shropshire Council area – Lot 1: Shropshire east

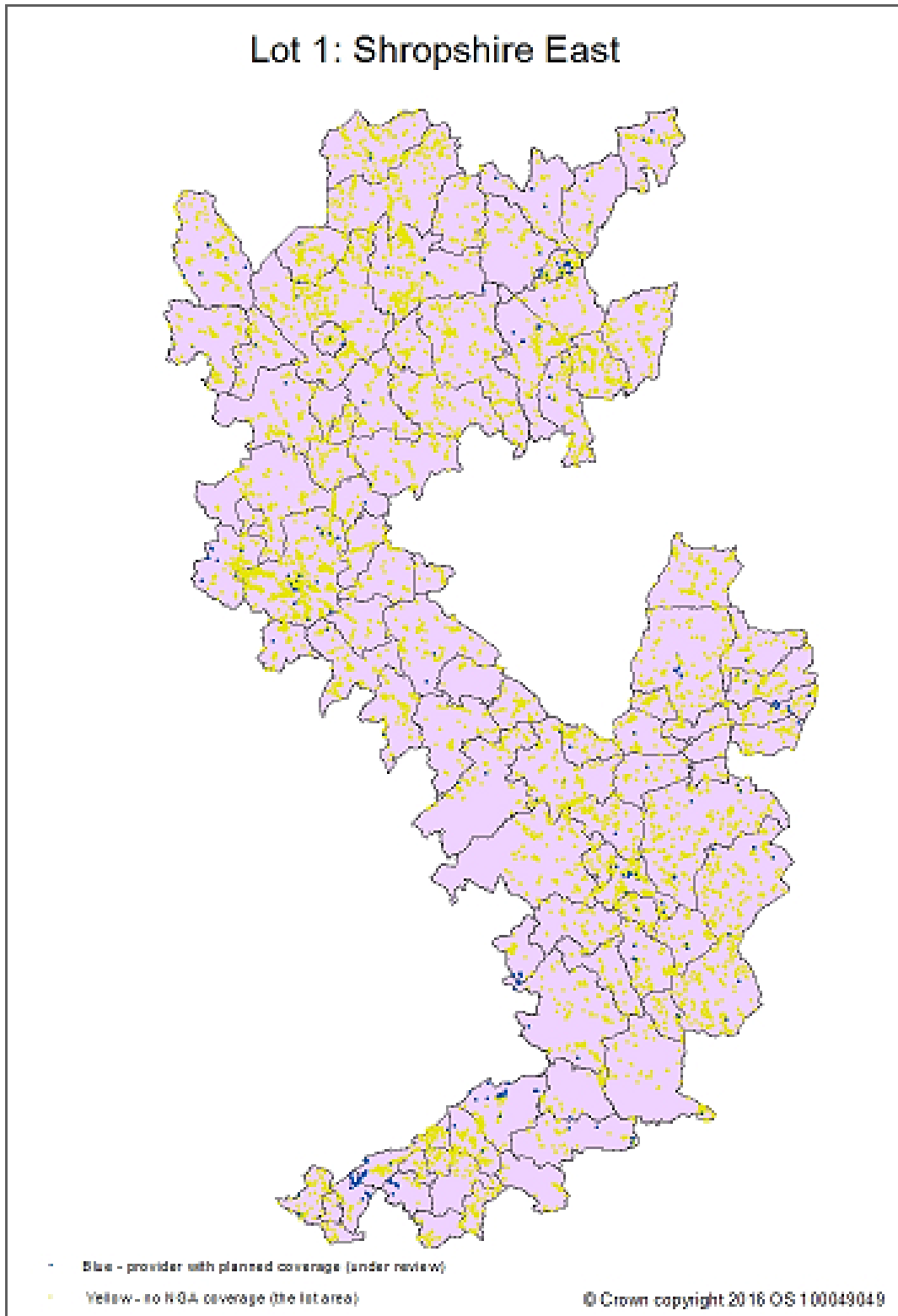
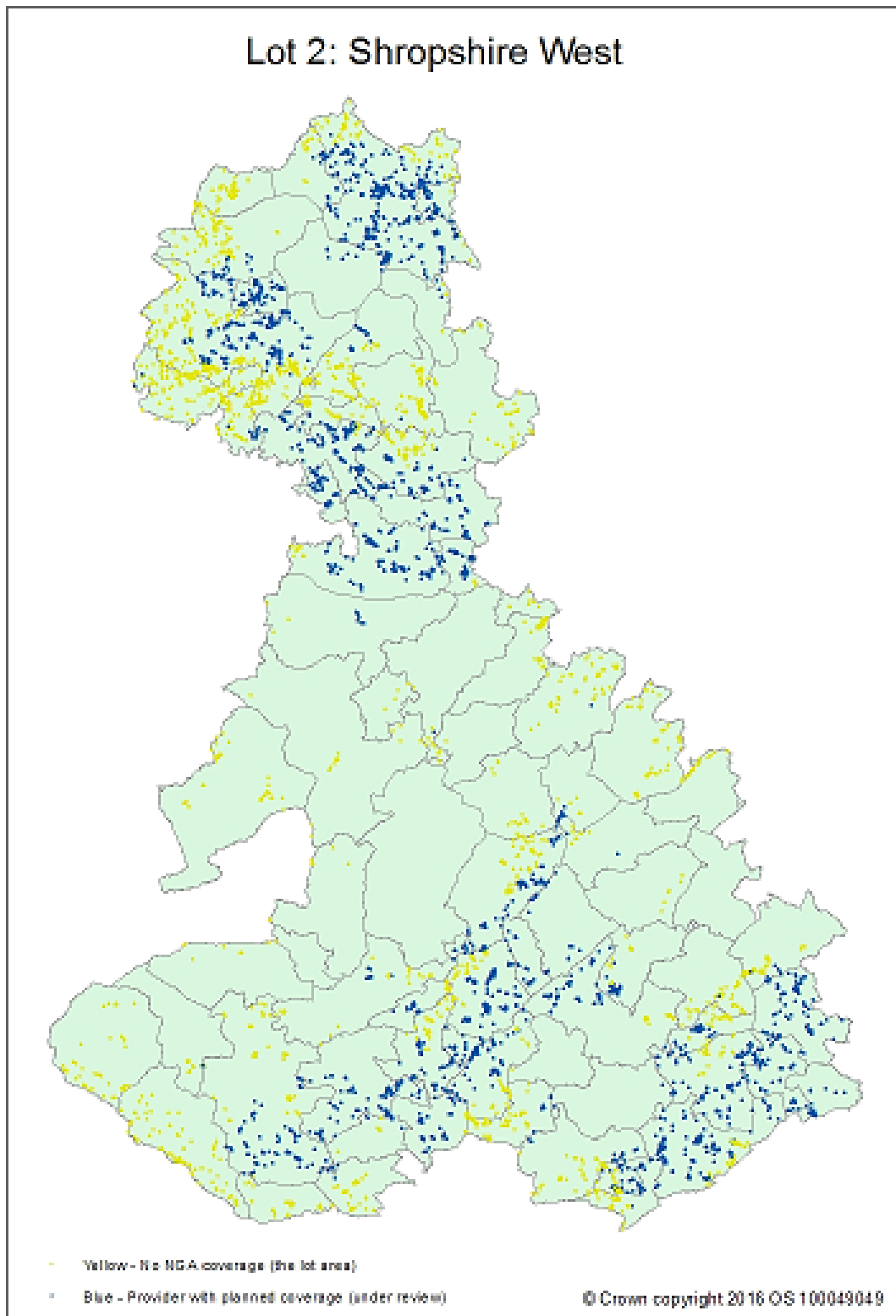


Figure 1.5 Map of Shropshire Council area – Lot 2: Shropshire west



## 1.6 Premises In Scope

The following table summarises:

- The total number of premises in the Overall Geographic Area (white, grey and black premises);
- The number of target premises comprising the NGA Intervention Area (white premises only);
- The number of premises currently 'under review' in the NGA Intervention Area and which are not to be targeted at this time;
- The number of Out of Scope Premises in the Overall Geographic Area.

Lot Name	A) Total Premises in Overall Geographic Area	B) Target NGA White Premises (in scope of this ITT)	C) 'Under Review' NGA White Premises (potentially in scope of the contract at a future date)	D) Out of Scope Premises in Overall Geographic Area (out of scope of this ITT)
LOT 1 - Shropshire east	95,064	13,259	352	81,453
LOT 2 - Shropshire west	49,596	2,756	3,376	43,464
Geographic Area	144,660	16,015	3,728	124,917

## 1.7 Other Context

There is a dedicated team based in the Connecting Shropshire programme office engaged in managing the programme and dealing with the communications about, and marketing of, the availability of better broadband. See the communications and marketing plans in the Data Room for more information on these aspects.

The Local Body has established a Broadband Partnership Group which provides a forum to share thoughts and create 'challenge' for the programme.

The Local Body works with the whole of the communications industry around the availability of Broadband.

Connecting Shropshire's marketing approach is proving successful and the current take-up across the programme area is over 30%. Marketing measures include postcards promoting availability of superfast services in live areas, communications with parish councils and provision of posters and promotional material for parish websites, newsletters, press releases and community meetings. The programme team maintains a website



(<http://connectingshropshire.co.uk/>) and social media presence on Twitter and Facebook to maintain good communications with all interested parties.

## 1.8 Consortia Arrangements

If the Bidder completing this ITT is doing so as part of a proposed consortium, the following information must be provided:

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the Local Body may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Local Body as being necessary for the satisfactory performance of the contract. Alternatively the Local Body may require all members of the consortium to enter into the contract and to be jointly and severally liable.

All members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response to the Local Body i.e. each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

The Local Body recognises that arrangements in relation to a consortium bid may be subject to future change. Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that the Local Body must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Local Body reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

## 2. Local Body Requirements

### 2.1 High-level Service Requirements

- 2.1.1 The Solution must meet the Service Requirements defined in Schedule 2 of the Contract.
- 2.1.2 The Local Body remains neutral about the technology used for the Solution.
- 2.1.3 The Solution must provide Next Generation Access infrastructure utilising qualifying NGA technologies capable of delivering broadband services with a download speed of greater than 30 Mbps to as many targeted residential and business premises in the intervention areas as possible by the end of 2019 with as many having access by the end of 2017.
- 2.1.4 The Solution must measure and report the delivery of broadband services at speeds:
  - i) above 2 Mbps in support of managing the Government policy objective of providing universal coverage of basic broadband;
  - ii) above 24Mbps to measure achievement against the Government policy objective of providing 95% superfast broadband by 2017;
  - iii) above 30 Mbps; and
  - iv) above 100 Mbps to measure achievement against the Government policy objective of making ultrafast broadband available.
- 2.1.5 To qualify for investments, the Solution must deliver a 'step change' in terms of broadband capability, with the purpose of this requirement being to ensure that use of public subsidy is well justified. Step change can be achieved by a demonstration of the following:
  - 2.1.5.1 Download and upload speeds have to be at least doubled by the intervention when compared with existing upload and download speeds;
  - 2.1.5.2 Significant new investments in the broadband network are undertaken (i.e. investments that must include civil works and installation of new passive elements); and
  - 2.1.5.3 The new infrastructure brings significant new capabilities to the market in terms of broadband service availability, capacity and speeds and or competition.
- 2.1.6 The Solution must provide wholesale access on an Open Access basis to the subsidised network with benchmarked prices under fair and non-discriminatory conditions. The relevant wholesale access products must be offered for at least 7 years, or indefinitely in the case of new passive infrastructure, post network deployment.

### 2.2 Local Body Solution Requirements

#### Inclusive Community approach

- 2.2.1 Broadband is no longer seen as a luxury, but an essential component in modern day living. The Local Body recognises how divisive the current technology solutions can be when a community is only partially served. There are NGA white premises in a large number of

communities in the Intervention Area which this ITT covers. The Local Body requires Bidders to optimise the network design to cover all premises in a community.

### **Remote and Solitary Premises**

- 2.2.2 Shropshire is the largest inland county which has a large agricultural and visitor economy sector, which both contribute significantly to the local economy. The Intervention Area is characterised by a large number of small clusters of premises (hamlets or lone farms or farms which have diversified to provide business tenancies) or other remote solitary premises. In particular, these sectors need NGA broadband to manage their businesses and interact with customers and Government. However, these are expected to be some of the hardest to reach for NGA deployment. Bidders should set out both the extent to which their proposed solution does address these types of premises and how the design capability enables scalability to address further outlying and remote premises in the future. This remains a critical expectation within this ITT.

### **Additional Priorities**

- 2.2.3 There are no specific priority geographic requirements in this ITT as the programme target is to achieve full coverage to all premises. However, the Local Body may wish to, on occasion, work with the supplier to influence deployment where necessary.
- 2.2.4 The Bidder's solution must be designed so as to target as many businesses registered to pay business rates as possible identified in the Speed and Coverage Template by the end of 2019.
- 2.2.5 The Bidder's solution must also be designed so as to target as many premises on the slowest broadband speeds (<15Mbps) as possible identified in the Speed and Coverage Template by the end of 2019.

### **Project integration and Coordination with other Broadband Projects**

- 2.2.6 The Bidder solution should be coordinated as far as possible with other activities, utilities works and other broadband projects impacted by the Contract and will be required to meet the requirements of paragraph 3.4 of Schedule 2 of the Contract.
- 2.2.7 Bidders should work with the Local Body and take account of other initiatives being progressed within or adjacent to the project area.
- 2.2.8 Further detail and information is provided in the Data Room.

### **Local Body and Other Reusable Assets**

- 2.2.9 The Solution should seek to utilise existing infrastructure and facilities, where possible. This can be achieved through:
- 2.2.9.1 Use of own infrastructure.
  - 2.2.9.2 Use of another supplier's infrastructure
  - 2.2.9.3 Use of other utilities' infrastructure

2.2.10 The Local Body has currently identified no specific assets that are available for the supplier to use. The Bidder's re-use of other assets, in line with the provisions of the National Broadband Scheme 2016 and the Code of Conduct (see Part 1 Appendix 4 - as subscribed to by Bidders), will be assessed in the context of statements by the Bidder of the commercial viability of such assets.

### **Specific Community Projects**

2.2.11 During the term of the Contract, the Solution must enable the provision of local community projects in accordance with the Contract.

2.2.12 There are no local community projects currently identified which are required to be reflected in the Solution proposed by the Bidder. Local community projects may be incorporated using the change control procedure as and when the requirement arises.

However, the Local Body may wish to consider opportunities during the Contract Term, to bring value added community projects into scope, such considerations to be managed on a case by case basis through the Change Control Procedure. In addressing Evaluation criterion 2.6 regarding Contract and stakeholder management, Bidders should describe in their response what forms of community project may be supported, any specific dependencies, and how Bidders would engage with local communities looking to procure or work with the project on such an enhanced solution approach e.g. demand-led, private funding leverage, self-dig, etc.

2.2.13 Additional Potential funding has been included specifically for community funding initiatives and to leverage private funding for more extensive NGA rural deployment (See 2.3.9).

## 2.3 Funding Requirements

- 2.3.1 For the purposes of this procurement the total contracted funding will be limited to potential public sector subsidy of £12,843,791.
- 2.3.2 The current confirmed funding figure which should be modelled is £11,176,791, which is allocated between the Lots as set out in the table set out at 2.3.8. The difference between the total potential subsidy and the confirmed figure is additional approved funding which may be incorporated into the Contract in accordance with the terms of Schedule 5.4.
- 2.3.3 This ITT is issued under a gap funding principle. This means that the public sector subsidy is only available to fund the investment gap between the Bidder's infrastructure deployment cost were this to be a commercially viable area and the Bidder's estimate of the actual cost of this deployment in order to make it commercially viable. Therefore, the Bidder is expected to provide substantial investment into the broadband network and the Bidder must declare the investment that the Bidder itself is prepared to make before the subsidy is applied.
- 2.3.4 The resulting infrastructure built as a result of the Bidder investment plus the subsidy, is owned and operated by the successful Bidder. The Bidder will manage the risks associated with developing and operating the broadband network on a wholesale basis, including take-up risks.
- 2.3.5 The successful Bidder must contract to operate the infrastructure for at least the term of the Contract.
- 2.3.6 Costs, revenue and profits associated with the subsequent operation of the infrastructure are the responsibility of the Bidder. However, there are restrictions to ensure the Bidder is not making excess profits as a result of the public subsidy - see Schedule 5.1 of the Contract.

### Funding Sources

- 2.3.7 The following table sets out the specific breakdown of the public sector subsidy and relative requirements:

Sourcing Fund	Amount	Fund status	Requirements for funding
Local Body	£2,244,628	Approved	
DCMS	£6,654,791	Approved	
Marches Local Growth Fund	£2,277,372	Approved	
<b>Total</b>	<b>£11,176,791</b>		

2.3.8 The following table sets out the specific breakdown of the funding allocated for each lot:-

	NGA Broadband Funding	Total Funding
<b>Lot 1 – Shropshire east</b>	£9,253,392	£9,253,392
<b>Lot 2 – Shropshire west</b>	£1,923,399	£1,923,399
<b>Total</b>	£11,176,791	£11,176,791

#### Additional Potential Funding

2.3.9 It is possible that additional funding may become available during the life of this deployment. Should this occur any decision to add additional funding to this agreement shall be at the sole discretion of the Local Body. The table below sets out the amount of funding that may become available, the potential source of funding and the expected timeline. Any Additional Approved Funding that may become available and is to be incorporated into the Contract will be subject to the provisions of Schedule 5.4:

Sourcing Fund	Amount	Fund status	Available from	Requirements for funding
<b>Local Body</b>	£500,000 To be allocated during implementation	Approved	Contract Award	This potential additional funding has specifically been made available by the Local Body to enable community initiatives as they arise and also to bring into scope areas which are currently 'under review' in the event that the latter become eligible for Intervention.  Each lot will make inclusion for this full amount within the contract but actual applied amount will be dependent upon need of each contract during deployment. Actual funding applied will be managed by and be at the sole discretion of the Local Body and with sum limited across both contracts at £500,000.
<b>Local Body</b>	£1,167,000 To be allocated: £ 966,173 Lot 1	Pending approval	Spring 2018	Potential use of existing committed Local Body project funding if unutilised through other project initiatives and/or any additional funding secured through local community projects/ local partner contributions.  Commitment of potential additional funding will apply at the discretion of the Local Body in the event that project targets for full coverage have not been met in

	and £200,827 Lot 2			full and subject to budget approval. It may involve the Local Body bringing into scope areas which are currently 'under review' in the event that the latter become eligible for Intervention.
<b>Total</b>	£1,667,000			

### Un-allocated funding

2.3.10 The Local Body does not guarantee to allocate any funds which are not committed to a defined solution at the time of procurement.

However, in the event that the winning Bid does not require all available gap funding allocated to a Lot, the Local Body may wish to consider in-life opportunities to extend NGA coverage in that Lot utilising such unallocated funding, at its full discretion and through the Change Control Procedure. Any such unallocated funding will be encompassed as would comprise part of the Approved Additional Funding set out in Schedule 5.4 of the Contract for the respective Lot concerned. This may occur if solutions for all premises in the Lot have not been provided with NGA and/or where premises which are currently 'under review', are brought into scope of the contract(s) by the Local Body.

## 2.4 Implementation and Operations Requirements

### Milestones

2.4.1 For the purpose of Appendix 1 to Schedule 5.1 of the Contract, the percentage breakdown of public funding to Milestone types for this Contract will be as set out in the following table:

Milestone Type	Contract Percentage of Public Funding	Additional Conditions of Payment
<b>Milestone 0: Survey &amp; Design Completion</b>	Maximum 10%	None
<b>Milestone 1: Infrastructure Build</b>	Maximum 40%	None
<b>Milestone 2: Wholesale Access Available</b>	Maximum 80%	None
<b>Milestone 3: End-user Take-up</b>	Minimum 5%	None

### Timing

2.4.2 The Solution must meet the following timetable:

Deliverable	Timeline	Comment
As much NGA Broadband Coverage as possible	December 2017	
Deliver a significant number of	December 2018	

NGA broadband connections to premises under 15Mbps by the end of 2018.		
Full service commencement	December 2019	

### **Governance**

2.4.3 The governance arrangements are set out in Schedule 6.1 of the Contract.

### **Additional Marketing and Demand Stimulation**

2.4.4 The Local Body currently undertakes targeted marketing measures to promote the take-up of superfast broadband as described in section 1.7. Bidders should set out in their response their approach to marketing and working with the Local Body to stimulate demand.



# Appendix 1

## Evaluation Strategy, including Selection and Award Criteria

### A1.1 Introduction

A1.1.1 This Appendix describes the evaluation approach which will operate for the award of the Local Body's Contract. The objective of the evaluation is to identify the Bidder submitting the Most Economically Advantageous Tender (MEAT).

### A1.2 Evaluation Process

A1.2.1 The main sequence of evaluation process activities is as follows:

#### A1.2.2 Selection Process & Submissions Review

A1.2.2.1 Each Bidder is required to submit a completed set of information relating to the Standard Selection Questionnaire as set out in Appendix 2: Bidder Response to ITT. Bidders are able to submit the relevant parts of the European Single Procurement Document where indicated in Appendix 2: Bidder Response to ITT. The Standard Selection Questionnaire is split into potential supplier information and exclusion grounds: part 1 and part 2 and supplier selection questions: part 3.

A1.2.2.2 Each Bidder shall self declare compliance with the relevant sections of the Standard Selection Questionnaire, as described in section A1.3 below. Provided these sections of Appendix 2: Bidder Response to ITT are satisfactorily completed, the response will proceed to completeness and compliance checking.

A1.2.2.3 The Local Body will only check the status of the completed Standard Selection Questionnaire for the winning Bidder. If the winning Bidder fails to provide the required evidence within set timeframes, or the evidence proves unsatisfactory, the award of contract shall not proceed. The Local Body reserves the right to withdraw the contract award decision and award to the second-placed Bidder, provided that they have submitted a satisfactory and compliant bid.

A1.2.2.4 The Local Body has the discretion to require information and/or evidence from any bidder at any stage if it deems this necessary to ensure proper conduct of the procurement.

A1.2.2.5 The Local Body reserves the right to reject a response and/or disqualify a Bidder where the response is incomplete or non-compliant, including where

the response is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than that specified.

- A1.2.2.6 Bids that have been assessed as having been completed satisfactorily will then proceed to full evaluation.

#### **A1.2.3 Evaluation**

- A1.2.3.1 Evaluation will take place using the Award Criteria and Scoring Methodology for each criterion as described in section A1.5.

- A1.2.3.2 Where the evaluators reach an equivalent score for a criterion, that score will be entered directly into the master evaluation spreadsheet (being the spreadsheet, to be maintained by the Local Body, which will record evaluation scores and the summarised evaluator commentary regarding rationale for scoring).

- A1.2.3.3 If the evaluators reach different scores for a criterion, the moderator will facilitate a discussion between evaluators in order that an agreed score can be reached (the reason for evaluator score adjustments will be documented). That agreed score will then be entered into the master evaluation spreadsheet

#### **A1.2.4 Decision**

- A1.2.4.1 The Local Body will select a Bidder for each Lot based on the Most Economically Advantageous Tender. Following the completion of the evaluation process the Bidder achieving the highest weighted evaluation model score for each Lot will be considered successful, subject to contract finalisation and the Local Body's governance arrangements.

- A1.2.4.2 All evaluation criteria and weightings have been set in line with the Commission Decision.

### **A1.3 Exclusion Grounds and Selection Criteria**

- A1.3.1 The grounds for mandatory and discretionary exclusion are set out in part 2 of the Standard Selection Questionnaire within Appendix 2: Bidder Response to the ITT.

- A1.3.2 Information required for selecting a Bidder based on its economic and financial standing, technical and professional ability and compliance with legislation and standards are set out in part 3 of the standard selection questionnaire of Appendix 2: Bidder Response to the ITT.

#### **A1.3.3 Grounds for Mandatory Exclusion**

- A1.3.3.1 Grounds for mandatory exclusion are set out in part 2 Section 2 of Appendix 2: Bidder Response to the ITT.

- A1.3.3.2 Bidders in responding to question 2.1a will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which

- found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
- A1.3.3.3 If an answer of “yes” is provided to question 2.3a on the non-payment of taxes or social security contributions, and the Bidder has not paid or entered into a binding arrangement to pay the full amount, the Bidder may still avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Bidder’s organisation is in that position it must provide details using a separate Appendix, and may contact the Local Body for advice before completing this form.
- A1.3.4 Grounds for Discretionary Exclusion**
- A1.3.4.1 Grounds for discretionary exclusion are set out in part 2 section 3 of Appendix 2: Bidder Response to the ITT.
- A1.3.4.2 The Local Body may exclude any Bidder who answers ‘Yes’ in any of the situations set out in paragraphs 3.1 (a) to (j).
- A1.3.4.3 Specifically in relation to paragraph 3.1 (g), the Local Body may exclude the Bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Bidder to inform the Local Body, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Local Body should not represent a conflict of interest for the Bidder.
- A1.3.4.4 In accordance with paragraph 3.1 (i), the Local Body may assess the past performance of a Bidder (through a certificate of performance provided by a customer or other means of evidence). The Local Body may take into account any failure to discharge obligations under the previous principal relevant contracts of the Bidder completing this ITT. The Local Body may also assess whether specified minimum standards for reliability for such contracts are met. In addition, the Local Body may re-assess reliability based on past performance at key stages in the procurement process (i.e. Bidder selection, tender evaluation, contract award stage etc.). Bidders may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).
- A1.3.4.5 The Local Body reserves the right to use its discretion to exclude a Bidder where it can demonstrate the Bidder’s non-payment of taxes/social security contributions, despite no binding legal decision having been established.

### **A1.3.5 Self Cleaning for Mandatory and Discretionary Exclusion**

- A1.3.5.1 Bidders should note that where an answer of 'Yes' is provided to any question in part 2 by the winning bidder, the winning bidder must provide sufficient information as to the circumstance of the issue along with details of any remedial action that has taken place subsequently, which, in the reasonable opinion of the Local Body, evidences effective "self cleansing" of the situation referred to in that question. The winning Bidder must demonstrate it has taken such remedial action, to the satisfaction of the Local Body, in each case.
- A1.3.5.2 If the Local Body is using the Open Procedure, and such evidence is considered by the Local Body (whose decision will be final) as sufficient, the winning Bidder shall be allowed to continue in the procurement process.
- A1.3.5.3 If the Local Body is using the Restricted Procedure, the Local Body must satisfy itself of any evidence presented by a bidder showing effective "self cleansing", before taking such a bidder forward to the ITT stage. A decision by a Local Body on the effectiveness of any "self cleansing" undertaken by a bidder shall be final.
- A1.3.5.4 In order for the evidence referred to above to be sufficient, the Bidder shall, as a minimum, prove that it has:
- 1.3.5.4.1. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
  - 1.3.5.4.2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
  - 1.3.5.4.3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
- A1.3.5.5 The measures taken by the Bidder shall be assessed taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Local Body to be insufficient, the Bidder shall be given a statement of the reasons for that decision.

### **A1.3.6 Economic and Financial Standing Selection Criteria**

- A1.3.6.1 Bidders shall provide both historical/current performance and financial status data. The requirements for this are set out in part 3 of the standard selection questionnaire of Appendix 2: Bidder Response to the ITT. Bidders will need to provide a cash flow forecast statement and a statement on sources of and access to funding other than public subsidy.
- A1.3.6.2 Bidders shall self-certify that they meet the Economic and Financial Standing Selection Criteria as set out in section A1.3.6.7 to A1.3.6.11 of ITT Part 2 in the Standard Selection Questionnaire part 3, section 4. The Local Body shall carry out checks against the self-certification for the winning Bidder.

Information will only be required from the winning Bidder as set out in the standard selection questionnaire part 3, sections 4 and 5.

- A1.3.6.3 Bidders should note that where a consortium is proposed where the members are sharing financial risk or financial commitment, then the financial information required in this section of the ITT must be provided for all members of the consortium. The evaluation of such will be carried out: (a) for a consortium which does not propose to form a legal entity, for each member of the consortium; and (b) for a consortium which is or proposes to form a legal entity, for the members of the consortium weighted according to the actual or proposed shareholding.
- A1.3.6.4 For prime and sub-contractor arrangements, financial information required in part 3 should be provided for the prime contractor, for all significant sub-contractors (i.e. any company in the supply chain which is being relied upon to demonstrate any aspect of the required experience or capability), and any proposed entity upon which the Bidder wishes to rely (where a Bidder is relying on the financial resources of a parent or group company or another entity).
- A1.3.6.5 Where a guarantee is to be provided, a financial evaluation will be undertaken on the financial information provided for the guarantor. Bidders should note that, based on the overall financial assessment, the Local Body may seek a parent or other guarantee from the Bidder as a pre-condition of remaining in the procurement.
- A1.3.6.6 The financial assessment will take a risk based approach to evaluation of the financial capacity and financial standing of Bidders as set out below. In applying this risk based approach, the Local Body will use ratio and other financial analysis and professional judgement to determine the level of concern.
- A1.3.6.7 The Local Body will use the Current Ratio = Current Assets/Current Liabilities in its financial assessment. If the score is below 5.0 for the financial assessment as set out in table A1.3.6.11 then the Bidder shall not be selected.
- A1.3.6.8 The Local Body reserves the right to seek further financial information from Bidders and other relevant companies if required. Bidders should note that the Local Body reserves the right to carry out its own review of publicly available financial information as additional data sources to be used in the Local Body's evaluation.
- A1.3.6.9 Specifically, the Local Body may use the following sources of public information for these purposes:
- 1.3.6.9.1. ICC Juniper
  - 1.3.6.9.2. Thomson Research
  - 1.3.6.9.3. OneSource

- 1.3.6.9.4. Credit ratings agencies reports (Standard & Poor's, Moody's, Fitch)
- 1.3.6.9.5. Dun & Bradstreet
- 1.3.6.9.6. Stock exchange news feeds (interim accounts, trading updates)
- 1.3.6.9.7. Bloomberg
- 1.3.6.9.8. Reuters
- 1.3.6.9.9. Corporate websites
- 1.3.6.9.10. Factiva
- 1.3.6.9.11. Equifax

A1.3.6.10 It is for the Bidder to ensure that the information about it published by the public sources is correct and the Local Body accepts no liability if it relies upon information from the same that is incorrect. Should a Local Body use public information the Bidder will be given an opportunity to provide clarification should there be major concerns with the financial assessment.

A1.3.6.11 The evidence provided by the Bidder relating to economic and financial standing will be scored according to the scoring matrix set out in the table below:

Possible range of scores	The following lists set out some example concerns that would result in a score in this range. This is not an exhaustive list but simply an indication of the types of concern and their severity.
0 - 4 (Major concerns)	The financial analysis indicates a concern which is considered to pose a potential material risk to the Bidder's ability to deliver the Contract.
5 - 7 (Moderate concerns)	The financial analysis indicates a concern which is considered to pose a potential moderate concern to the Bidder's ability to deliver the Contract.
8 - 9 (Minor concerns)	The financial analysis indicates a concern which is considered to pose a potential minor or non-material concern to the Bidder's ability to deliver the Contract.
10 (No concerns)	The financial analysis indicates there are no concerns to the Bidder's ability to deliver the Contract.

### A1.3.7 **Technical and Professional Ability Selection Criteria**

A1.3.7.1 Information on the Bidder's technical and professional ability is captured in Section 6 of Appendix 2: Bidder Response to the ITT.

A1.3.7.2 Bidders shall self-certify that they meet the Technical and Professional Ability Selection Criteria as set out in section A1.3.7.3 to A1.3.7.6 of ITT Part 2 in the standard selection questionnaire part 3, section 6. The Local Body shall carry out checks against the self-certification for the winning Bidder. Information will only be required from the winning Bidder as set out in the standard selection questionnaire part 3, section 6.

A1.3.7.3 Bidders and any of their proposed sub-contractors and consortium members must have demonstrated the experience of delivering NGA access speeds in rural areas, as well as the capability to build and operate a network of a scale comparable to the Local Body Requirements. Bidders' case studies will be evaluated to see whether the required experience and capability has been demonstrated.

A1.3.7.4 The Bidder must provide up to three case studies, where their solution has been delivered in the last 36 months, that demonstrate the relevant experience and capabilities. If a Bidder submits more than three case studies, then only the first three case studies shall be evaluated and the rest will be ignored.

A1.3.7.5 The evidence provided in each case study will be scored according to the scoring matrix set out in the table below:

Possible range of scores	The following lists set out some example concerns that would result in a score in this range. This is not an exhaustive list but simply an indication of the types of concern and their severity.
0 - 4 (Major concerns)	<ul style="list-style-type: none"><li>● No, or irrelevant, case study;</li><li>● No, poor or limited, solution(s);</li><li>● Case study fails to offer the information requested;</li><li>● Case study fails to meet the requirement specified in terms of capability; or</li><li>● Unanswered clarification question for this level of concern or unsatisfactory response.</li></ul>
5 - 9 (Moderate concerns)	<ul style="list-style-type: none"><li>● Case study relies on redundant technologies/solutions or is un-scalable;</li><li>● Some moderate technical concerns;</li><li>● Unanswered clarification question(s) for this level of concern or unsatisfactory response</li></ul>
10 (No concerns)	<ul style="list-style-type: none"><li>● Case study is clear on detail;</li><li>● No cause for technical concern; and</li><li>● Coherent and consistent in all aspects of the case study.</li></ul>

A1.3.7.6 The average of the Bidder’s evaluated scores for its submitted case studies shall be taken, and if the average score is below 5.0 then the Bidder shall not be selected.

**A1.3.8 Compliance-based Exclusion Grounds**

A1.3.8.1 Compliance-based exclusion grounds are set out in Part 3, Section 7 and 8 of Appendix 2: Bidder Response to the ITT.

A1.3.8.2 The Local Body may exclude a Bidder who does not hold the required insurances.

**A1.4 Award Criteria Scoring Methodology**

A1.4.1.1 One or a combination of some of the approaches described below will be used during evaluation. The scoring method or methods used depend on the criterion being evaluated. Once the criteria have been scored these scores will be weighted using the evaluation model described in A1.5. The weightings in this model reflect the Local Body’s specific priorities.

**A1.4.2 Judgement-based scored evaluation criteria**

A1.4.2.1 An evaluation criterion may have a score of between 0 to 10 (e.g. 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10), such that: (i) a bid receives a score of 0 for a criteria where no response is provided or insufficient evidence is submitted to evaluate a criteria, whereby the bid would be excluded; and (ii) a bid receives a score of under 5 if it failed to meet a described baseline capability for the criteria, whereby a bid receiving overall weighted score across all price-quality criteria of under 50% would be excluded.

A1.4.2.2 Using reasonable professional judgment each evaluator will determine a score for its assigned criteria, using the scoring principles in the following table:

Capability	Evidence	Remark	Score
Bidder is certain to be able to meet the needs of the Local Body and meets the maximum capability.	Evidence is to the highest degree comprehensive, credible, compelling and is directly relevant to the criteria in all respects.	Absolute confidence	10
Bidder is highly likely to be able to meet the needs of the Local Body	Evidence is consistent, comprehensive and credible and is directly relevant to the criteria in almost all respects.	High Confidence	9



Bidder is likely to be able to meet the needs of the Local Body	Evidence is sufficient, is largely convincing and is directly relevant to the criteria in most respects.	Confidence	8
Small risk that Bidder will not be able to meet the needs of the Local Body.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or is irrelevant to the criteria.	Moderate Confidence	6-7
Bidder has achieved the Baseline Capability	Evidence meets the baseline capabilities of the Service Requirement.	Satisfactory	5
Moderate risk that the Bidder will not be able to meet the needs of the Local Body	Evidence has moderate gaps, is unconvincing.	Moderate Concerns	3-4
Significant risk that the Bidder will not be able to meet the needs of the Local Body.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or is largely irrelevant to the criteria.	Major Concerns	1-2
Bidder will not be able to meet the needs of Local Body.	No evidence or misleading evidence.	Not acceptable	0

#### A1.4.3 Automatic scored evaluation criteria

##### Funding levels

A1.4.3.1 The Funding Levels score will be calculated using specific outputs from the Bidder's Bid Project Model.

A1.4.3.2 The Bidder should note that for public subsidy derived from BDUK/DCMS and the Local Body sources, this subsidy will only be provided for Qualifying Capital Expenditure. Committed Opex includes infrastructure lease costs or equivalent expenditure committed by the Bidder over the life of the Contract. The Committed Opex is included for the calculation of funding levels for evaluation purposes only.

A1.4.3.3 Public Subsidy requested is the sum of all Subsidy Payments forecasted in the Bidder's Bid Project Model.

A1.4.3.4 Qualifying Capital Expenditure, Subsidy Payments and Supplier NGA Network Build Investment are defined in the Contract, Schedule 1 (Definitions).

A1.4.3.5 Only expenditure which is fully and demonstrably funded (e.g. through a combination of the Bidder's own investment, a third party investment or public subsidy) will be applicable in the performance of the calculation of the funding levels.

#### **Solution coverage at NGA speeds - Speed and Coverage Template**

A1.4.3.6 The Local Body has determined the parameters for evaluating the speed and coverage offered as part of Bidder's responses to the outcomes specified in Part Two requirements based upon local priorities. Weightings have been applied to the different speed bands to reflect the Local Body's priorities as defined in this ITT. Bidders will complete the spreadsheets for each speed range, identifying the number of premises that the proposed solution supports.

A1.4.3.7 Each Bidder's response to 3.2.1 in Part 2, Appendix 2 will be used to evaluate reservations that exist in the modelling that the Bidder has used when completing the Speed and Coverage Spreadsheet, based on this a deduction of between 0 to 10 points will be taken from the score which has been derived by the Speed and Coverage Spreadsheet. 0 points meaning where there are no reservations and 6 - 10 marks where there are major reservations.

A1.4.3.8 Bidders should note that a separate Speed and Coverage Spreadsheet will be required to be completed for each and every Lot bid for.

#### **A1.4.4 Pass / fail evaluation criteria**

A1.4.4.1 An evaluation criterion may represent a mandatory requirement, whereby a bid that fails to meet the requirement would be excluded.

#### **Contract Acceptance**

A1.4.4.2 The Bidder's response to Part 3 of this ITT, being the Contract terms, is evaluated on a pass/fail basis.

A1.4.4.3 For Part 3 to 'pass', the Bidder must: (i) confirm acceptance of the referenced Phase OJEU Template Contract terms as amended by the table set out in Part 3 of the ITT (the template terms as amended by Part 3 are collectively classified as non-negotiable); and (ii) not propose any change to those terms, in its ITT submission (whether directly or by the inclusion of materials in its proposed solution or other bid submission materials which would have the effect of amending the terms themselves, rather than populating the corresponding Bidder specific sections of the Contract). This is subject to the processing the specific subject matter of any remaining Bidder Notes as part of Contract finalisation.

A1.4.4.4 Any deviation from the foregoing shall represent a 'fail' by the Bidder of the applicable threshold and the Bidder will be disqualified from the procurement.

A1.4.4.5 Should a Bidder identify any:

1.4.4.5.1 cross-reference or typographical errors;

1.4.4.5.2. Part 3 drafting requiring clarification (although it is important to note that any such clarification points must only relate to an ambiguity or apparent error in the text), then applicable CQs may be submitted in accordance with Section 4.4 of Part 1 of this ITT. However, only where changes to Part 3 are expressly confirmed to Bidders in a CQ response by the Local Body can they be considered part of the content against which the Bidder provides its confirmation in accordance with the Contract response evaluation criteria.

#### **Funding availability**

- A1.4.4.6 Funding availability is a pass/fail criterion.
- A1.4.4.7 Bidders must: ensure their overall subsidy requirement within the bid does exceed the Local Body grant funding available as set out in section 2.3 of this Part 2.
- A1.4.4.8 Bidders must confirm their own funding arrangements, including sources of private funding.
- A1.4.4.9 If Bidders do not meet either of the requirements set out above then this shall represent a 'fail' and the Bidder will be disqualified.

#### **NGA Technical Assessment**

- A1.4.4.10 Solution design compliance is a pass/fail criterion.
- A1.4.4.11 Bidders must submit evidence of Next Generation Access (NGA) fulfilment in accordance with BDUK's 'NGA Technology Guidance'.
- A1.4.4.12 Bidders must complete the NGA Assessment Template set out in Part 2, Appendix 2: Bidder Response Document. The evidence provided in the template will be used for assessment of NGA and State aid compliance by BDUK's National Competence Centre (NCC).
- A1.4.4.13 Failure to fully complete the requirements set out in the BDUK Assessment Template shall represent a 'fail' and the Bidder will be disqualified.

## **A1.5 Award Criteria Weighting**

- A1.5.1 The Commission Decision establishes the level 1 and level 2 evaluation criteria to be used for evaluation. The Local Body has also included level 3 evaluation criteria. The weightings for each level of these criteria have been selected by the Local Body from within the permitted ranges and are shown in the table below:

<b>Award &amp; Evaluation</b>		
<b>Criteria - Description</b>	<b>Scoring approach</b>	<b>Level 2 Weighting ranges (%)</b>
<b>1. Price</b>		70%
<b>Price - Commercial compliance</b>		
<b>1.1 Contract acceptance</b> Bidders will be assessed on whether they have confirmed their agreement to the key commercial principles/non-negotiable terms of the draft contract in their bid response. This applies to all procurement procedures.	Pass / Fail	n/a
<b>1.2 Contract mark up and risk transfer</b> (Competitive Dialogue/ Competition with Negotiation only) Bidders will be assessed on the extent that their changes to the draft Contract have a negative impact on the Implementing Body and other stakeholders contract requirement.	N/A	0%
<b>1.3 Funding availability</b> Bidders will be assessed on whether: i) the overall subsidy requirement in the bid is within the Implementing Body's budget; and ii) they have provided sufficient evidence (i.e. through a funding model) of their ability to fund the project (i.e. from private funding sources)	Pass / Fail	n/a
<b>Price - Commercial Robustness</b>		
<b>1.4 Financial Model</b> [Baseline Capability] The Bidder has ensured that the cost assumptions in its Financial Model are realistic and consistent with the design assumptions in their Solution and the milestone payments in the Implementation Plan. The Bidder must have completed the Financial Model fully so that outputs are clearly identifiable. [Maximum Capability] In addition to the baseline capability, the Bidder has evidenced a very high level of	Bids will be scored between 0 and 10. A score of 0 will be awarded if a Bidder has not provided a compliant Financial Model. A score of 5 will be awarded if a Bidder has provided a Financial Model achieving the	20%

<p>transparency and quality in its Financial Model and accompanying memoranda to show the key assumptions and underlying economic drivers for the Bidder's solution. The Bidder has included justification as to how its assumptions deviate from national baselines and have been customised to reflect the particular circumstances of a project. The Bidder's Financial Model provides a clear understanding of where contingency has been included and of how actual costs are expected to reduce if the Bidder were to win and aggregate other contracts.</p>	<p>baseline capability. A score of 10 will be awarded if a Bidder has provided a Financial Model achieving maximum capability.</p>	
<p><b>1.5 Commercial sustainability and viability</b></p> <p>[Baseline Capability] Analysis of the Bidder's Financial Model demonstrates how the network (and downstream retail providers) are able to operate on a stand-alone and sustainable basis for the contract term under reasonable conservative baseline assumptions considering a sensitivity analysis of adverse scenarios (including higher debt servicing costs or lower revenue per customer or lower take-up than forecast).</p> <p>[Maximum Capability] In addition to the baseline capability, analysis of the Bidder's Financial Model demonstrates how the business remains economically viable under a range of adverse scenarios across the value chain to allow ongoing take up and use of retail and end user services. The Bidder has also demonstrated how its subcontractor arrangements mitigate risks to the ongoing service provision.</p>	<p>Bids will be scored between 0 and 10. A score of 0 will be awarded if a Bidder's Financial Model does not demonstrate a sustainable network. A score of 5 will be awarded if a Bidder has provided a solution design that achieves the baseline capability. A score of 10 will be awarded if a Bidder provides a solution design that achieves maximum capability.</p>	<p>25%</p>
<p><b>1.6 Funding levels</b></p> <p>Bidders will be assessed on the overall cost to the public sector of the project (either in absolute terms, on a per-premise basis, or relative to the overall private sector contribution.)</p>	<p>Scores will be awarded on a relative basis (e.g. the bid with lowest subsidy receives full marks, and a bid 10% more expensive receives a 10% reduction in score). An implementing body would set a score of 0 where it did not want to assess the funding levels.</p>	<p>0%</p>
<p><b>1.7 Solution coverage at NGA speeds</b></p> <p>Bidders will be assessed on whether their coverage forecast is consistent with their Solution Design and Implementation Plans, as well as providing the required</p>	<p>A score of 0 will be awarded if a Bidder has not provided a compliant Speed &amp; Coverage Template or has failed to commit to the minimum</p>	<p>55%</p>

<p>step change.</p> <p>Implementing Bodies may also choose to set priority areas to be covered (e.g. a business park).</p> <p>Bidders will be assessed on the extent of NGA coverage to target premises in the intervention area at 30Mbps and higher speeds.</p>	<p>required coverage.</p> <p>Scores will be awarded in accordance with the evaluated response to the SCT. The Local Body has configured the SCT such that it weights the overall score as a function of:</p> <ul style="list-style-type: none"> <li>(i) number of premises covered overall<sup>2</sup></li> <li>(ii) number of premises covered in priority areas</li> <li>(iii) overall speed of coverage provided<sup>2</sup></li> <li>(iv) relative increase in speed (i.e. step change).</li> </ul>	
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<b>2. Quality</b>		30 %
<b>Quality - solution quality and viability</b>		
<b>2.1 Solution design compliance</b>  Bidders will be assessed on whether the Solution is NGA Technology compliant.	Pass / Fail	n/a
<b>2.2 Solution design quality</b>  [Baseline Capability] The Bidder adequately describes its Solution, including the service management processes for the support of the Solution and has adequate design principles including considering reuse of infrastructure, mitigating environmental impacts and minimising single points of failure). Each of the underlying infrastructures in the Bidder's solution also meets baseline standards for jitter, latency, committed information rate, and service levels for installation and fix (as set out in tender documents).  [Maximum Capability] In addition to the baseline capability, each of the underlying infrastructures in the Bidder's Solution significantly exceed baseline standards for jitter, latency, committed information rate, and service levels for installation and fix. The Bidder provides evidence and reasonable confidence that an upgrade path is achievable in the future (e.g. to ultrafast speeds or higher), and is designed to facilitate access and extension to the network to reduce the barriers to incremental coverage (up to 100% coverage of speeds of at least 30 Mbps) in the area (either from the selected supplier or from other access seekers).	Bids will be scored between 0 and 10.  A score of 5 will be awarded if a Bidder has provided a solution design that achieves the baseline capability.  A score of 10 will be awarded if a Bidder provides a solution design that achieves maximum capability.	35%
<b>Quality - customer choice/acceptance and solution value add</b>		
<b>2.3 Wholesale network design/Wholesale and retail pricing</b>  [Baseline Capability] The Bidder has documented its wholesale products and services and provided a high degree of confidence that at least one ISP (which may be the Bidder itself) will be ready to provide broadband services over the NGA infrastructure to all premises in the intervention area, and have adequately documented how their wholesale pricing is compliant with the benchmarking principles.  [Maximum Capability] In addition to the baseline capability, the Bidder's wholesale offering meets a wide range of retail and end user requirements, and has optimised its approach to	Bids will be scored between 0 and 10.  A score of 0 will be awarded if a Bidder has not documented its wholesale products and services, or they are not compliant with the benchmarking principles].  A score of 5 will be awarded if a Bidder has provided a wholesale design that achieves the baseline	20%

<p>attract and bring on-board ISPs to use wholesale products. The Bidder provides a high degree of confidence that it is able to attract a large number of ISPs (including major ISPs) who offer a wide breadth of services using the network.</p>	<p>capability. A score of 10 will be awarded if a Bidder provides a wholesale design that achieves maximum capability.</p>	
<p><b>2.4 Economic Value Add</b></p> <p>Bidders will be assessed on the extent to which they have provided credible evidence of their ability to create/safeguard jobs within the Bidder’s organisation or supply chain, to create apprenticeships and/or to create opportunities for the long term unemployed.</p>	<p>Bids will be scored between 0 and 10, dependent on the level of jobs created/safeguarded and opportunities provided.</p>	<p>0%</p>
<p><b>Quality – Deliverability</b></p>		
<p><b>2.5 Implementation Plan</b></p> <p>[Baseline Capability] The Bidder has provided a compliant Implementation Plan, which meets specified delivery dates for completion of network deployment (if any), and is consistent with the speeds and coverage outputs and the Financial Model. The Bidder has documented an acceptable approach to deployment.</p> <p>[Maximum Capability] In addition to the baseline capability, the Bidder has in its proposal allowed for appropriate resources and has provided confidence to the Implementing Body in describing its approach to planning, deployment, testing and overall project management. The Bidder in its proposal provides confidence in its approach to including sufficient contingency in its Implementation Plan and has aligned it with the Implementing Body’s priorities in the coverage area, including sequencing and pace of delivery.</p>	<p>Bids will be scored between 0 and 10.</p> <p>A score of 0 will be awarded if a Bidder has not provided a compliant Implementation Plan or it shows deployment extending beyond the specified date for delivery.</p> <p>A score of 5 will be awarded if a Bidder has provided an Implementation Plan and overall deployment approach that achieves the baseline capability.</p> <p>A score of 10 will be awarded if a Bidder has provided an Implementation Plan and overall deployment approach that achieves maximum capability.</p>	<p>35%</p>



<p><b>2.6 Contract and stakeholder management</b></p> <p>[Baseline Capability] The Bidder has provided an adequate description of how it will comply with the contract management requirements for Reporting and Financial transparency, including how it will meet the obligations set out under the Milestone Claims process and how it will interface with BDUK at the programme level. The Bidder has also included sufficient costs for contract and stakeholder management in its Financial Model.</p> <p>[Maximum Capability] In addition to the baseline capability, the Bidder in its proposal has included appropriate resources and has provided confidence to the Implementing Body in describing its approach to engage with the Implementing Body and other stakeholders through the operation of the contract. This would include commitments to strong governance arrangements, to sharing data on its deployment plans to different audiences, to joint-working with Implementing Body project team, to community engagement (in particular priority areas), to demand stimulation to maximise coverage opportunities, and to managing subcontractors (in particular SMEs).</p>	<p>Bids will be scored between 0 and 10</p> <p>A score of 0 will be awarded if the Bidder does not submit a response that is compliant with the requirements for Report and Financial transparency, or does not include costs for contract and stakeholder management.</p> <p>A score of 5 will be awarded if a Bidder’s contract and stakeholder management approach achieves the baseline capability.</p> <p>A score of 10 will be awarded if a Bidder’s contract and stakeholder management approach achieves maximum capability.</p>	<p>10%</p>

## A1.6 Tender Requirements against Evaluation Criteria

# Award Criteria

## Tender Requirements against Evaluation Criteria

Section 2 of Part 2 of this ITT describes the Local Body's Requirements. Appendix 2 to this Part 2 asks a set of specific questions which Bidders must answer in their bid responses. This table below:

- Maps Appendix 2 questions to the evaluation criteria – this mapping serves as a primary reference point, but note that evaluators may take into account any other relevant information provided in respect of other Appendix 2 questions
- Maps Appendix 4 Supplier Solution Document questions to the evaluation criteria – this mapping serves as a primary reference point, but note that evaluators may take into account any other relevant information provided in respect of other Appendix 4 questions
- Identifies, without limitation, key Tender Response materials relating to the Scoring Approach for each criteria

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
1. Price	<b>1.1 Contract acceptance</b> Bidders will be assessed on whether they have confirmed their agreement to the key commercial principles/non-negotiable terms of the draft contract in their bid response. This applies to all procurement procedures.		<b>Pass/Fail</b> Based on response to Part 3 Contract terms
	<b>1.3 Funding availability</b>		<b>Pass/Fail</b>

	<p>Bidders will be assessed on whether:</p> <p>i) the overall subsidy requirement in the bid is within the Implementing Body’s budget; and</p> <p>ii) they have provided sufficient evidence (i.e. through a funding model) of their ability to fund the project (i.e. from private funding sources)</p>		<p>Based on response to Bid Financial Model</p>
<p><b>1.</b> <b>Price</b> <b>cont..</b></p>	<p><b>1.4 Financial Model</b></p> <p>[Baseline Capability] The Bidder has ensured that the cost assumptions in its Bid Project Model are realistic and consistent with the design assumptions in their Solution and the milestone payments in the Implementation Plan. The Bidder must have completed the Bid Project Model fully so that outputs are clearly identifiable.</p> <p>[Maximum Capability] In addition to the baseline capability, the Bidder has evidenced a very high level of transparency and quality in its Bid Project Model and accompanying memoranda to show the key assumptions and underlying economic drivers for the Bidder’s solution. The Bidder has included justification as to how its assumptions deviate from</p>	<p>Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2 primarily using the following:</p> <ul style="list-style-type: none"> <li>- Bid Project Model</li> <li>- Financial Memoranda</li> </ul>	

	<p>national baselines and have been customised to reflect the particular circumstances of a project. The Bidder's Bid Project Model provides a clear understanding of where contingency has been included and of how actual costs are expected to reduce if the Bidder were to win and aggregate other contracts.</p>	
<p><b>1.</b> <b>Price</b> <b>cont..</b></p>	<p><b>1.5</b> <b>Commercial sustainability and viability</b> [Baseline Capability] Analysis of the Bidder's Financial Model demonstrates how the network (and downstream retail providers) are able to operate on a stand-alone and sustainable basis for the contract term under reasonable conservative baseline assumptions considering a sensitivity analysis of adverse scenarios (including higher debt servicing costs or lower revenue per customer or lower take-up than forecast). [Maximum Capability] In addition to the baseline capability, analysis of the Bidder's Financial Model demonstrates how the business remains economically viable under a range of</p>	<p>Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2 primarily using the following:</p> <ul style="list-style-type: none"> <li>- Bid Project Model</li> <li>- Financial Memoranda</li> </ul>

	adverse scenarios across the value chain to allow ongoing take up and use of retail and end user services. The Bidder has also demonstrated how its subcontractor arrangements mitigate risks to the on-going service provision.	
	<b>1.6 Funding levels</b> Bidders will be assessed on the overall cost to the public sector of the project (either in absolute terms, on a per-premise basis, or relative to the overall private sector contribution.)	Scores will be awarded on a relative basis using outputs from the bid financial model (e.g. the bid with lowest subsidy receives full marks, and a bid 10% more expensive receives a 10% reduction in score).

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
<b>1. Price cont..</b>	<b>1.7 Solution coverage at NGA speeds</b> Bidders will be assessed on whether their coverage forecast is consistent with their Solution Design and Implementation Plans, as well as providing the required step change. Implementing Bodies may also choose to set priority areas to be covered (e.g. a business park). Bidders will be assessed on the extent of NGA coverage to target premises in the	3.2.1	Calculated score using Speed and Coverage Template followed by Judgement Based Scored Evaluation Criteria resulting in a potential adjustment to the Speed and Coverage Template score]

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	intervention area at 30Mbps and higher speeds.		
2. Quality	<b>2.1 Solution design compliance</b> Bidders will be assessed on whether the Solution is NGA Technology compliant.	2.1.1	Pass/Fail Based on response within NGA Assessment Template under 2.1.1 of Appendix 2 part 2
	<b>2.2 Solution design quality</b> [Baseline Capability] The Bidder adequately describes its Solution, including the service management processes for the support of the Solution and has adequate design principles including considering reuse of infrastructure, mitigating environmental impacts and minimising single points of failure). Each of the underlying infrastructures in the Bidder's solution also meets baseline standards for jitter, latency, committed information rate, and service levels for installation and fix (as set out in tender documents). [Maximum Capability] In addition to the baseline capability, each of the underlying infrastructures in the Bidder's Solution significantly exceed baseline standards for jitter, latency,	SSD2.1 SSD2.2.1 SSD3.1.1 SSD4.1.1 SSD5.1 SSD5.2 SSD5.3.1 SSD5.4 SSD5.5 SSD7.1 SSD7.2  2.1.2 3.1 3.2 3.3 3.4 3.5 3.6	Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	committed information rate, and service levels for installation and fix. The Bidder provides evidence and reasonable confidence that an upgrade path is achievable in the future (e.g. to ultrafast speeds or higher), and is designed to facilitate access and extension to the network to reduce the barriers to incremental coverage (up to 100% coverage of speeds of at least 30 Mbps) in the area (either from the selected supplier or from other access seekers).	3.7 3.8 4.1.1 4.1.2 4.1.3 4.1.4 8.1.1	
	<b>2.3 Wholesale network design / Wholesale and retail pricing</b> [Baseline Capability] The Bidder has documented its wholesale products and services and provided a high degree of confidence that at least one ISP (which may be the Bidder itself) will be ready to provide broadband services over the NGA infrastructure to all premises in the intervention area, and have adequately documented how their wholesale pricing is compliant with the benchmarking principles.	SSD8.1 5.1.1 6.1.1	Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	<p>[Maximum Capability] In addition to the baseline capability, the Bidder's wholesale offering meets a wide range of retail and end user requirements, and has optimised its approach to attract and bring on-board ISPs to use wholesale products. The Bidder provides a high degree of confidence that it is able to attract a large number of ISPs (including major ISPs) who offer a wide breadth of services using the network.</p>		
	<p><b>2.4 Economic Value Add</b>            Bidders will be assessed on the extent to which they have provided credible evidence of their ability to create/safeguard jobs within the Bidder's organisation or supply chain, to create apprenticeships and/or to create opportunities for the long-term unemployed.</p>		<p><b>For information only</b></p>



Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	<p><b>2.5 Implementation Plan</b></p> <p>[Baseline Capability] The Bidder has provided a compliant Implementation Plan, which meets specified delivery dates for completion of network deployment (if any), and is consistent with the speeds and coverage outputs and the Bid Project Model. The Bidder has documented an acceptable approach to deployment.</p> <p>[Maximum Capability] In addition to the baseline capability, the Bidder has in its proposal allowed for appropriate resources and has provided confidence to the Implementing Body in describing its approach to planning, deployment,</p>	11.1	Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	<p>testing and overall project management. The Bidder in its proposal provides confidence in its approach to including sufficient contingency in its Implementation Plan and has aligned it with the Implementing Body's priorities in the coverage area, including sequencing and pace of delivery.</p>	<p>SSD6.1 SSD6.2 SSD6.7  SSD7.3.1  SSD9.1 SSD9.2 SSD9.3  10.1 10.2 11.1  C6.1 C8.1</p>	<p>Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2</p> <p>For C6.1, evaluation will be made against any additional relief events proposed under contract.</p> <p>For C8.1, evaluation will be made against level and type of survey assumptions proposed under contract.</p>
	<p><b>2.6 Contract and stakeholder management</b> [Baseline Capability] The Bidder has provided an adequate description of how it will comply with the contract management requirements for Reporting and Financial transparency, including how it will meet the</p>	<p>SSD1 SSD3.1.1 SSD6.3 SSD6.4 SSD6.6 SSD6.7  4.1.1</p>	<p>Judgement Based Scored Evaluation Criteria as set out in A1.4.2 of ITT Part 2</p>

Level One Criteria	Level Two Criteria	Award Criteria Question Ref:	Scoring Approach
	<p>obligations set out under the Milestone Claims process and how it will interface with the Local Body at the programme level. The Bidder has also included sufficient costs for contract and stakeholder management in its Bid Project Model.</p> <p>[Maximum Capability] In addition to the baseline capability, the Bidder in its proposal has included appropriate resources and has provided confidence to the Implementing Body in describing its approach to engage with the Implementing Body and other stakeholders through the operation of the contract. This would include commitments to strong governance arrangements, to sharing data on its deployment plans to different audiences, to joint-working with Implementing Body project team, to community engagement (in particular priority areas), to demand stimulation to maximise coverage opportunities, and to</p>	<p>7.1 7.2 7.3 9.1</p>	

<b>Level One Criteria</b>	<b>Level Two Criteria</b>	<b>Award Criteria Question Ref:</b>	<b>Scoring Approach</b>
	managing subcontractors (in particular SMEs).		

## **Appendix 2 Bidder Response to ITT**

This Appendix 2 of Part 2 to this ITT asks a set of specific questions which Bidders must answer in their bid responses:

Shropshire BDUK\_OJEU\_ITT\_Part2\_Appendix2\_Bidder\_Response\_DocumentV2.0

## **Appendix 3 Speed and Coverage Template**

This Appendix 3 to Part 2 to this ITT set out the Speed and Coverage Template, to be completed by Bidders as part of their responses:

Shropshire SCT\_ Lot1 East

Shropshire SCT\_ Lot1 West

# Appendix 4 Supplier Solution Document

Shropshire BDUK\_OJEU\_ITT\_Part2\_Appendix4\_Supplier\_Solution\_Document\_V1.0

# Appendix 5 Compliance Matrix

Shropshire BDUK\_OJEU\_ITT\_Part2\_Appendix5\_Compliance\_Matrix\_V2.0



## Appendix 6 Bidder Completion Checklist

Response	Complete?
Part 1, Appendix 3: Certificate of Non Collusion	
Part 1, Appendix 4: Code of conduct, Use of Existing Infrastructure	
Part 1, Appendix 5: Expression of Interest Form	
Part 2, Appendix 2: Bidder Response to ITT for each lot bid for	
Part 2, Appendix 2: NGA Technical Assessment Template for each lot bid for	
Part 2, Appendix 3: Speed and Coverage Template for each lot bid for	
Part 2, Appendix 4: Supplier Solution Document for each lot bid for, if responses for each lot differ	
Solution Component Template(s)	
Wholesale Product Template	
Part 2, Appendix 5: Compliance Matrix	
Part 2, Appendix 6: Bidder Completion Checklist	
Part 3, Terms & Conditions of Contract: Completed Schedules <ul style="list-style-type: none"> <li>• Schedule 3.1 – Supplier Solution – Test Strategy</li> <li>• Schedule 3.3 – Key Subcontractors</li> </ul>	

<ul style="list-style-type: none"> <li>• Schedule 3.4 – Key Personnel Appendix</li> <li>• Schedule 4.1 – Implementation – Appendix 2 Implementation Plan and Project Plan</li> <li>• Schedule 4.1 – Implementation – Appendix 4 – Survey Assumptions</li> <li>• Schedule 5.1 – Milestone Payments &amp; Claims Procedure – Appendix 1 – Milestone Payment table</li> </ul>	
<p><b>Part 4: Financial Memoranda</b></p>	
<p><b>Part 4, Appendix 1: Bid Project Model for each lot bid</b></p>	
<p><b>Part 4, Appendix 2: Statement of Assurance for each lot bid</b></p>	



Shropshire  
Council

## OJEU OPEN PROCEDURE

OJEU Contract Notice: 2016/S 216-393514

## ITT Part 2: Appendix 2 – Bidder Response to ITT

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 2.0

Status: Issued



department for  
culture, media  
and sport

Broadband  
Delivery UK

## Standard Selection Questionnaire

### Potential Bidder Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential bidder), that you do not meet any of the grounds for exclusion<sup>3</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self- declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

*Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.*

### Bidder Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

### Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential bidder completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential bidder” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

# Bidder Response to ITT - Selection Questionnaire

## Part 1: Potential bidder information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self declaration.

Section 1	Potential bidder information	
Question number	Question	Response
1.1(a)	Full name of the potential bidder submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	

1.1(l)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> <li>a) Voluntary Community Social Enterprise (VCSE)</li> <li>b) Sheltered Workshop</li> <li>c) Public service mutual</li> </ul>	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate:</p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met;             <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more.</li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred bidders and the persons of significant in control of them.





Please provide the following information about your approach to this procurement:

Section 1		Bidding model				
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
The approximate % of contractual obligations assigned to each sub- contractor						

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self- declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>            The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	

2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p><b>Regulation 57(3)</b></p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential bidder where it can demonstrate by any appropriate means that the potential bidder is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

<p>3.1(j)</p> <p>3.1(j) - (i)</p> <p>3.1(j) - (ii)</p> <p>3.1(j) –(iii)</p> <p>3.1(j)-(iv)</p>	<p>Please answer the following statements</p> <p>The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
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<p>3.2</p>	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	
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## Part 3: Selection Questions

<b>Section 4</b>	<b>Economic and Financial Standing</b> Bidder guidance:  This self-certification section will be used to evaluate the overall financial stability of your organisation. Checks against self-certification will only be carried out on the winning Bidder. Details of the evaluation are set out in ITT Part 2, [Shropshire BDUK ITT Part 2 V2.0].	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>Section 5</b>	<b>If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:</b>	
	<b>Name of organisation</b>	
	<b>Relationship to the Bidder completing these questions</b>	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>

5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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<p><b>Section 6</b></p>	<p><b>Technical and Professional Ability</b></p> <p>Bidder guidance:</p> <p>This self-certification section will be used to evaluate the overall financial stability of your organisation. Checks against self-certification will only be carried out on the winning Bidder. Details of the evaluation are set out in ITT Part 2, [Shropshire BDUK ITT Part 2 V2.0].</p> <p>This section seeks to assess the Bidder’s existing experience and capabilities. The Bidder must provide up to three case studies, where the solution has been delivered in the last 36 months, that demonstrate the experience and capabilities set out below.</p> <p>The case study must relate to capability of the Bidder and / or any members of its proposed supply chain (i.e. subcontractors or consortium members). A case study may cover where two or more supply chain members have worked together in supplying solutions that demonstrate two or more capabilities. Case studies should be limited to</p>
<p><b>6.1</b></p>	<p>Provide details relating to your experience of delivering broadband networks delivering NGA access speeds and capabilities in areas of similar geography to this project.</p> <p>Your case study should contain the following information:</p> <ul style="list-style-type: none"> <li>(i) Prime and/or sub-contractors or consortium members involved, including their role;</li> <li>(ii) Project name and geographical location and outline coverage;</li> <li>(iii) When started and finished or planned to finish (delivery must have been within the last 36 months);</li> <li>(iv) Planned property numbers that will have / have access to the access solution(s), excluding backhaul network;</li> <li>(v) Description of all access solutions delivered at the required access speed (noting the requirement to offer differing solutions as stated above) – please clearly indicate your supply chain solutions and also where regulated products are used;</li> <li>(vi) Underlying technologies deployed; and</li> <li>(vii) Outline operations, e.g. whether retail, wholesale, customer operations, number of business and residential consumers who have taken-up service (by service type).</li> </ul>



<p><b>6.2</b></p>	<p><b>Network Scale</b></p> <p>Provide details relating to your capability to build a network of a scale comparable to the Local Body requirement.</p> <p>Your case study should contain the following basic information:</p> <ul style="list-style-type: none"> <li>(i) Geographical location and outline coverage;</li> <li>(ii) When implementation was started and finished, or planned to finish (delivery must have been within the last 36 months);</li> <li>(iii) Planned numbers of business and residential properties passed (that will/have access to the network), excluding backhaul network;</li> <li>(iv) Description of approach to implementation, including underlying technologies and construction methods;</li> <li>(v) Provide details of any major partners/sub-contractor roles of &gt;10% of project capital expenditure and whether they are part of your proposed supply chain;</li> <li>(vi) Comment on network take-up/utilisation to date.</li> </ul>
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<p><b>6.3</b></p>	<p><b>Network Operations</b></p> <p>Provide details relating to your capability to operate an operation centre(s) covering all the basic management, operation and maintenance processes of customer service including moves, add, changes and deletions, faulting, incident and problem management, service continuity, etc.</p> <p>Your case study should contain the following information:</p> <ul style="list-style-type: none"> <li>(i) Geographical location and outline coverage of the operation, including basic metrics for business and residential customers;</li> <li>(ii) Total potential scale of network in terms of homes and businesses passed;</li> <li>(iii) Description of the operations undertaken, including key processes and metrics, e.g. reported incident, orders/month, cessations/moves, changes (upgrades), bills issued/month, repairs, etc. (these can be approximate numbers to demonstrate the scale of the operation);</li> <li>(iv) Number of staff (full time equivalent) by key operation process;</li> <li>(v) Level of manual processes and/or automation of key processes, e.g. provisioning, billing, customer services, incident management, network management; and</li> <li>(vi) State whether any internet service providers (ISPs) are currently supported and the processes in place to bring on new retail services.</li> </ul>
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Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ...  No <input type="checkbox"/> Please provide an explanation

## 8. Additional Questions

Bidders who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Public Liability Insurance = £10 million per event</p> <p>Employer’s (Compulsory) Liability Insurance of not less than = £10 million per event</p> <p>Professional Indemnity Insurance to a minimum cover of not less than = £5 million per event and in the annual aggregate</p> <p>Product Liability Insurance to a minimum cover of not less than = £5 million per event and in the annual aggregate</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

8.2	Skills and Apprentices	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
b.	<p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
c.	<p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 and can provide evidence if requested?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

**ITT – Template for Additional Appendices (Where Additional Information is to be provided in respect of any of the questions referred to in Section 1 to 8)**

<b>Appendix Number -</b>
<b>ITT section -</b>
<b>Question number -</b>

## Bidder Response to ITT – Qualitative Questions for Evaluation

The following section contains the Qualitative questions which Bidders **must** complete in full.

Bidders should also note that they will need to complete and submit this section for each and every Lot for which a tender is submitted.

Lot 1:	Lot 2:

Please indicate by placing a cross in the box provided above as to which Lot your response relates.

## 1.0 INTRODUCTION

### A.1 Bidder Response

- A.1.1 The Bidder's Solution response must reflect the requirements described in the ITT.
- A.1.2 The Bidder must provide its response to this Appendix by answering all the questions within it.

## 2.0 STATE AID REQUIREMENTS

### 2.1 NGA Assessment Template and Asset Reuse

- 2.1.1 Complete the NGA Assessment Template questionnaire in the file below. Include information, principles and design rules that are common to all Lots and bids.



NGA Assessment  
Template v3.0 Issue.d

A worked example is included for information in the file below. Replace all examples with specific information about the proposed Solution i.e. no cut-and-paste allowed. References to specific sections in the response in this Supplier Solution Document.



NGA Assessment  
Worked Example v2.0

**Response:**

- 2.1.2 The Bidder must provide a statement of how it intends to re-use infrastructure assets or, where it will not re-use such assets, the specific reasons why not.

**Response:**

## 3.0 SOLUTION REQUIREMENTS

### 3.1 Network Design and architecture

- 3.1.1 The Bidder must document the proposed overall Solution design for the entire intervention area meeting the requirements specified in the ITT within the Lot, specifically describing the rationale for the proposed deployment of each Solution Component.

**Response:**

3.1.2 The Bidder must provide sufficient technical information to enable the Local Body to identify at a structure level the deployment of its proposed Solution design within the entire intervention area, including specifically showing:

- Identification of what comprises a structure for the purposes of the Bidder's Solution design
- Location of key infrastructure
- Geographical coverage of each Solution Component.
- Phasing of deployment.
- Network diagrams.

**Response:**

3.1.3 In developing the Solution design the Bidder must describe how they have considered the need of key locations for home working, micro businesses and self-employed people to benefit from NGA services.

**Response:**

3.1.4 The Bidder must explain how its solution can be adapted/expanded to support any increase in coverage should any additional funding become available.

**Response:**

### **3.2 Functional and Performance Requirements**

3.2.1 The Bidder must explain how (i) its solution is designed to meet the Access Line Speeds as set out in the Speed and Coverage Template and the methods and approaches the Bidder has used to model their solution coverage and speed performance and (ii) a Minimum Busy Hour Committed Rate for each End User Premises of 15Mbps as set out under paragraph 3.5.3 of Schedule 2 – Service Requirements.

**Response:**

3.2.2 The Bidder must explain its capacity planning policy and describe how it will ensure capacity is maintained across the network throughout the Term so that End User Premises can place orders with RSPs in accordance with the Service Levels.

**Response:**

### 3.3 Logical Architecture Diagrams

3.3.1 Provide a logical network architecture (maximum paper size A3) i.e. without regard to the actual physical location of elements.

**Response:**

3.3.2 Depict all Solution Components, backhaul and core network elements, and their constituent links and nodes.

**Response:**

3.3.3 Indicate the data capacities of all links and nodes. Repeated elements and architectural features may be marked as such, however, note that excessive generalisation may not meet the needs of State aid NGA assessment and further detailed information may be required in the NGA Assessment Template to confirm that NGA compliant service could be obtained across the whole coverage area.

**Response:**

### 3.4 Physical Asset Location Maps

3.4.1 Provide a map of the location of all physical assets and demonstrate how the Solution achieves coverage for the whole area (maximum paper size A3). Use the same symbology and labelling as for the Logical Architecture Diagrams where possible to allow comparison.

**Response:**

### 3.5 Core Network and Architecture Diagrams



3.5.1 Provide detailed Logical Architecture Diagrams and Physical Asset Location Maps for the core network elements, including interconnections with other telecom operators and the Internet.

**Response:**

3.6 Backhaul and Architecture Diagrams

3.6.1 Provide detailed Logical Architecture Diagrams and Physical Asset Location Maps to show how the access architecture connects with the core network architecture.

**Response:**

3.7 Access Architecture and Diagrams

3.7.1 Provide detailed Logical Architecture Diagrams and Physical Asset Location Maps for the access network elements to show where each Solution Component will be deployed.

**Response:**

3.8 Network and Component Dimensioning

3.8.1 Provide calculations that show how the network and all of its constituent components, links and nodes are dimensioned for data capacity. Sufficient detail needs to be provided in order to support the NGA technical assessment set out in Part 2.

**Response:**

3.8.2 Describe other calculations and design features that demonstrate the capability of the network e.g. network availability, network upgradeability etc.

**Response:**

**4.0 COMMUNITY NETWORK REQUIREMENTS**

4.1.1 The Bidder must provide details of solutions proposed for the specific communities defined in section 2.2.11 of the Local Body Requirements

**Response:**

4.1.2 Bidders should explain how they will optimise the design of their solution to cover all premises in a community.

**Response:**

4.1.3 Bidders should set out both the extent to which their proposed solution covers remote premises and how the design capability enables scalability to address further outlying and remote premises to be connected.

**Response:**

4.1.4 Bidders should describe what forms of community projects may be supported, any specific dependencies, and how Bidders would engage with local communities looking to procure or work with the project on such an enhanced solution approach e.g. demand-led, private funding leverage, self-dig, etc.

**Response:**

## **5.0 SERVICE LEVEL AGREEMENT**

5.1 Wholesale Access Product and Services:

5.1.1 The Bidder's reference offer for the wholesale products and services must:

- Specify the committed availability as a percentage over time for each product and service.
- Specify a number of fault categories (e.g. minor, major, and critical) according to the severity and duration of a fault and the number of customers affected.
- Specify the reporting, response and resolution timescales for each category of fault.
- Specify the refunds or service credits provided to RSPs for failing to meet each of the availability or fault resolution targets.

- Specify the level of granularity that the Supplier will provide in order to meet the Service Level requirements of the C5 report in Schedule 6.4 in respect of network availability; trouble to resolve time and provisioning order installation timescale.

**Response:**

## **6.0 OPERATIONS**

### **6.1 RSP Integration and Testing**

- 6.1.1 The Bidder must provide a breakdown by geographical area of the range of RSPs that it anticipates will offer services immediately following implementation of wholesale infrastructure, and provide evidence that increases confidence in these expectations.

The Bidder must identify the ISPs it expects to attract to the network, evidencing their commitment where appropriate.

The Bidder should identify and articulate the value of the breadth of downstream services, major brands and price points that it anticipates being available for residential and business customers to choose between.

**Response:**

## **7.0 PROJECT DELIVERY**

### **7.1 Project Organisation**

- 7.1.1 Identify the following personnel who will be ultimately accountable within the Bidder's organisation:

- Programme Director (executive Level)
- Senior Project Lead
- Finance Lead
- Network Deployment Lead

**Response:**

- 7.1.2 Provide a CV and a short biographical summary of each of the proposed individuals meeting the roles set out under 7.1.1 highlighting relevant qualifications and experience.

**Response:**

7.1.3 Describe the roles and responsibilities of the Senior Project Lead and his/her first level reports. Add descriptions of second and third level reports with decision-making responsibilities.

**Response:**

## 7.2 Stakeholder Management

7.2.1 The Bidder must set out its approach to developing and agreeing a Joint Stakeholder Engagement Plan with the Local Body including:

- Target audiences
- Specific communications by target audience
- All media channels
- Expected outcomes
- Committed investment from the Bidder
- Case studies of previous stakeholder engagement activity undertaken

**Response:**

## 7.3 Bidder Management

7.3.1 The Bidder must provide a statement on an expected value of the total public sector fund that will be used with local subcontractors based on current best estimates.

**Response:**

## 7.4 Cost control and budget management

7.4.1 The bidder must identify any contingency included within their build costs

**Response:**

## **8.0 SUSTAINABILITY**

8.1 Environmental impact

8.1.1 The Bidder must describe the environmental impact of its proposed Solution. In particular, the Bidder must describe what steps the Bidder will take to minimize the environmental impact of infrastructure.

**Response:**

## **9.0 DELIVERING TAKE-UP**

9.1 Strategy

9.1.1 The Bidder must describe its approach to both marketing and demand stimulation for this Project, including:

- Strategy
- Detailed approach including activities and resources.
- Expected outcomes.
- Role of Public Body.
- Committed investment.

**Response:**

9.1.2 Indicate the take-up target and dates

**Response:**

9.1.3 The Bidder must explain what evidence has been used to inform its take-up and deployment phasing assumptions in its Project Model and implementation planning. This should take account of the specific improvement in outcomes (Take-up, revenues etc.).

**Response:**

9.1.4 Outline any remediation plan if take-up falls below targets.

**Response:**

## **10.0 SOLUTION COMPONENT REQUIREMENTS**

### 10.1 Testing and acceptance

10.1.1 Provide a test plan for all installation types and deliverables as set out in the Solution Design. Show how industry best practice will be used for testing the solution and each component and technology.

**Response:**

10.1.2 Show how the test plan covers all of the Service Requirements (Schedule 2).

**Response:**

10.1.3 Describe how each type of test for each type of equipment and deliverable will be planned, conducted, and approved.

**Response:**

10.1.4 Describe which tests would need to be completed and approved before each type of installation and deliverable is accepted, and for each project stage.

**Response:**

10.1.5 Specify who is intended to be responsible for (i) testing and (ii) accepting each installation and delivery after testing. Provide a short summary of the relevant qualification and experience of individuals intended to be responsible.

**Response:**

10.1.6 Specify which tests need to be accepted by the Local Body or a third party, if any.

**Response:**

## 10.2 Test Strategy

10.2.1 Describe all aspects of the test strategy including:

- Testing methodology
- Test coverage and traceability to requirements
- Equipment and software tools
- Calibration
- Testing standards
- Industry best practice
- Unit testing
- Integration testing
- Regression testing
- System testing
- Operational readiness testing
- Witnessing by stakeholders
- Customer connection testing.

**Response:**

10.2.2 Provide a (hierarchical) Work Breakdown Structure (WBS) to the granularity of unit tests.

Identify all external and internal dependencies for each WBS item.

**Response:**

10.2.3 List all planned tests and associated test specifications

**Response:**

10.2.4 Estimate the resources and effort required to complete each WBS item.

Provide a programme plan summary in Gantt chart form.

Estimate and summarise the total resources required to complete the testing.

**Response:**

10.2.5 Describe all testing and progress reporting methods.

**Response:**

10.2.6 Specify who is responsible for accepting each installation and delivery after testing.

Specify which tests need to be accepted by the Local Body or a third party, if any.

Describe the process for formally accepting the Solution.

**Response:**

## **11.0 IMPLEMENTATION**

### 11.1 Implementation

11.1.1 The Bidder must provide an implementation plan which shows the phasing and rollout of the Project.  
The Bidder's response must include:



- a description of the due diligence it has undertaken in developing its proposal
- the Post-Effective Date Surveys it will undertake prior to achieving a detailed Solution design, what information those surveys will identify and how long this activity will take

**Response:**

- 11.1.2 The Bidder must provide a (hierarchical) Work Breakdown Structure (WBS) project plan which shows in detail the infrastructure being delivered in the phased rollout of the Project. The project plan should include:
- all external and internal dependencies for each WBS item and demonstrate how WBS items are scheduled with regard to the dependencies
  - identification of the critical path(s)
  - the resources and effort required to complete each WBS item, allocated to the project organisation structure above.
  - the material and labour costs for each WBS item, with cross-reference to the Bid Financial Model, and summarising the total costs to complete the Project

**Response:**

## **Contract Schedules**

### **C.1 Wholesale Products and Services Template**

- C.1.1 The Bidder must complete the Wholesale Products and Services Template to be annexed to Schedule 3.1 of the Contract.

### **C.2 Key Sub-contractors**

- C.2.1 The Bidder must include a completed Schedule 3.3 of the Contract and for all Key Subcontractors the Bidder must specify:
- The Deployed Service(s) that each will be responsible for
  - The planned value and level of the resources allocated to each Deployed Service
  - Details of previous work undertaken by that Key Subcontractor for the Bidder, when it occurred and its value
  - The process for procuring additional / other Key Sub Contractors during the term of the Contract

### **C.3 Key Personnel**

- C.3.1 The Bidder must include a completed Schedule 3.4 of the Contract for all Key Personnel identified.

#### **C.4 Implementation Planning**

C.4.1 The Bidder must use the implementation plan and project plan provided in accordance with section 11 above to populate an Implementation Plan and Project Plan in accordance with Schedule 4.1, Appendix 2 of the Contract.

#### **C.5 Acceptance/Commissioning and Testing**

C.5.1 The Bidder must provide the Test Strategy (in accordance with section 10 above) and ensure it meets the requirements of paragraph 7 of Schedule 4.1. The Test Strategy will also be used to populate Schedule 3.1 (Supplier Solution) of the Contract.

#### **C.6 Relief Events**

C.6.1 The Bidder must detail any additional Relief Events it wishes to propose, with justification, for the purposes of Schedule 4.3 of the Contract.

#### **C.7 Milestones**

C.7.1 The Bidder must provide a completed version of the Milestone payments, to populate Schedule 5.1 (Milestone Payments and Claims Procedure).

#### **C.8 Surveys and Due Diligence**

C.8.1 The Bidder must provide the proposed Survey Assumptions data to populate Schedule 4.1, Appendix 4 of the Contract

#### **C.9 Project Model**

C.9.1 The Bidder must complete the Project Model in accordance with Part 4 of this ITT, populated with details of its proposed Solution. For the successful Bidder the Bid Project Model will become the Project Model and be used to populate Appendix 1 of Schedule 5.3 of the Contract.

## **Non-evaluated Questions**

**Note: The questions in Part D will not form part of the evaluation.**

#### **D.1 Bids for Multiple Lots**

**Tenderers submitting bids against multiple Lots must answer Questions D2.1 – 2.2**

The responses to D1.1 – D1.2 will not form part of the evaluation of any Bidder's submissions.

Where multiple lots are won by a single Bidder the Local Body may require the Bidder to consolidate contracts. Bidders are therefore asked to demonstrate any economies of scale and/or efficiencies that would be delivered by such consolidation. Bidders are required to complete the following to demonstrate value added benefits.

[Appendix 2 BIDDER RESPONSE TO ITT](#)

Responses will form part of the contract terms where a Bidder is awarded multiple lots.

- D.1.1 The Bidder must describe, in the event of winning multiple Lot's, how added value may be achieved by the aggregation of those multiple Lot's into one Contract with specific reference to at least the principles as set out in Clause 6.2 and 6.3 of the Terms and Conditions.

**Response:**

- D.1.2 The Bidder must confirm any disadvantages that it would experience if contracts were to be consolidated into one Contract.

**Response:**

## Annexes to the Supplier Solution

### **E.1 Speed and Coverage Template**

The Bidder must complete, for each Lot bid, the Speed and Coverage Template (provided at Appendix 3 to Part 2) in accordance with the instructions provided in that template.

### **E.2 Supplier Solution Document**

The Bidder must complete, for each Lot bid, the Supplier Solution Document (provided at Appendix 4 to Part 2) in accordance with the instructions provided in that template

### **E.3 Compliance Matrix**

The Bidder must complete, for each Lot bid, the Compliance Matrix (provided at Appendix 5 to Part 2) in accordance with the instructions provided in that template.

### **E.4 Bidder Completion Check Sheet**

The Bidder must complete, for each Lot bid the Bidder Completion Check Sheet (provided at Appendix 6 to Part 2) in accordance with the instructions provided in that template.



## ITT Part 2:

# Appendix 4 – Supplier Solution Document

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 1.0

Status: Issued

## **1.1. SUPPLIER SOLUTION DOCUMENT**

1.1.1. A separate Supplier Solution Document (SSD) is required to be submitted for each Lot that a Supplier is bidding for, and this should be provided within the bid response document which if successful will form part of the Contract with the Local Body. The SSD is the principal technical and design document relating to the proposed network to be deployed.

1.1.1.1. The purpose of the SSD is to demonstrate the solution's compliance with:

- i. the Local Body Requirements of the ITT Part 2; and
- ii. the Local Body Service Requirements in Schedule 2 of the Template Contract; and
- iii. support the requirements for State aid in terms of qualifying technology and NGA technical assessment as defined in BDUK NGA Technology Guidelines<sup>1</sup>.

1.1.2. If the same solution information is to be included in multiple Lots or bids, and in order to prevent repetition, then the Supplier may choose to provide the same SSD for each Lot which may contain common information, principles, methods and design rules.

1.1.3. Information that is not common to multiple Lots or bid shall be included in the Supplier's answers to the Response Questions at Appendix 2 of Part 2 of the ITT. These answers shall specific to each Lot or bid and shall provide all the required additional detail not included in the SDD (e.g. regarding costs, coverage, maps, project specific architecture etc.). Furthermore, where any answers refer to the SSD, the reference shall be to a specific section of the SSD. Unclear references and vague generalisations will be marked down.

1.1.4. Where a SSD is referenced there must be an unbroken linkage between each solution and requirements for each Lot or bid. For example, if NGA compliance relies upon adherence to a design rule stated in a SSD then the each Lot or bid response shall individually demonstrate clear adherence to that design rule.

1.1.5. As a minimum the SSD shall contain the information outlined in Appendix A. Additional sections and references may be appended as required. The Supplier shall follow all directives in italics.

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<sup>1</sup> <https://www.gov.uk/government/publications/2016-nbs-tech-guidelines>

## **APPENDIX A – SSD STRUCTURE**

### **CONTENTS:**

- 1. Introduction**
- 2. Solution Requirements**
- 3. Community Network Requirements**
- 4. Service Level Category**
- 5. Operations**
- 6. Project Delivery**
- 7. Solution Component Requirements**
- 8. Wholesale Access Products and Services**
- 9. Implementation**
- 10. Additional Sections**
- 11. List of References**
- 12. Glossary**
- 13. Appendices**

### **1. INTRODUCTION**

The Bidder MUST document its proposed organisation structure identifying Bidder and Supply chain structure.

### **2. SOLUTION REQUIREMENTS**

#### **2.1 NETWORK DESIGN & ARCHITECTURE**

**2.1.1.** The Bidder MUST provide a written explanation of its speed / coverage modelling, which MUST include:

- The methods and approaches the Bidder has used to model their solution coverage and speed performance, for both Upload and Download speeds this should include reference to the following granular level of speed performance to specifically address the requirement to achieve step change in speed performance.

- Detailed modelling assumptions used and the Bidder's explanation of these assumptions, including deriving Access Line Speed.

**2.1.2.** The Bidder MUST describe how it will co-operate with the Supplier of any Lot, utility providers and the Authority to achieve an optimum solution.

## **2.2 DESIGN PRINCIPLES & RULES**

**2.2.1.** Specify all design rules and principles that are necessary to meet all of the original or derived requirements described above:

- For each design rule, describe assessment criteria that would be used to confirm that a particular design implementation followed each rule.
- Show how design rules comply with all regulatory and physical limitations.
- Link design rules with industry standards and best practice where possible.
- Include any formulae or calculations associated with design rules.

## **3. COMMUNITY NETWORK REQUIREMENTS**

**3.1.1.** The Bidder MUST provide details of its approach for local community projects, or extensions that allow additional premises to be added on request, including:

- Engagement with specific communities to help them to understand the options available to them with associated benefits and risks.
- Engagement with individuals that want a solution using private funding.
- Governance arrangements with the Local Authority Programme and local community at all stages of a project.
- Any dependencies that are critical in order to achieve the solution outcomes for each community/individual project connection.
- How its solution facilitates the inclusion of community projects into the Local Body's project where additional funding has been secured after contract signature, through both public and private funding opportunities.
- How additional premises can be served and added into the deployment where requested within a community.
- The extent to which, and how, it is able to offer, on demand, ultrafast or gigabit services to End User Premises that request such services
- How the Bidder will be able to support any Local Body requests for connectivity to a point of presence, including the way such connectivity options can be funded, and the services that will be available from that point



- What products the Bidder will make available to align with the Local Body's objective to lower the cost of backhaul and other connectivity services to operators in the intervention area.

- Provide financial information including design, survey, solution and support costs (showing approach to calculation of applicable costs) where applicable.

#### **4. SERVICE LEVEL CATEGORY**

**4.1.1.** The Bidder MUST provide details of the availability of the network and the wholesale products and services, justified with reference to aspects of the Bidder's solution design.

#### **5. OPERATIONS**

##### **5.1 OSS & BSS PLATFORMS**

**5.1.1.** Building on the Supplier Solution Document, the Bidder MUST describe its approach in respect of the Project to:

- Technical operations and maintenance (including Retail Online Platform).
- Customer service and care.
- Key IT support systems.
- Business continuity including Major Incident Management.

##### **5.2 OSS / BSS SYSTEMS ARCHITECTURE**

**5.2.1.** Provide a diagram showing all the platforms, systems and software components comprising the OSS and BSS systems (hereafter OSS/BSS Platforms).

**5.2.2.** Explain the functions of all OSS/BSS Platforms. Describe the relationships between the OSS/BSS Platform functions and any management framework used e.g. eTOM.

**5.2.3.** Describe how the OSS/BSS Platforms support both retail and wholesale customers. What functions are available to support retail and wholesale customers respectively?

##### **5.3 OSS / BSS PLATFORM SPECIFICATIONS**

**5.3.1.** Provide the key functional and performance specifications of each OSS/BSS Platform including customer capacity and maximum transaction rates.

#### **5.4 OSS / BSS TECHNICAL INTERFACE SPECIFICATIONS**

- 5.4.1.** Describe how RSPs could interface their own systems to the Supplier's OSS/BSS Platforms.
- 5.4.2.** Describe the processes and procedures for interconnecting the Supplier's and RSPs' OSS/BSS Platforms.
- 5.4.3.** Specify any operating processes and procedures that the RSP would be required to apply following OSS/BSS interconnection.
- 5.4.4.** Specify any software or data pre-requisites for connecting RSP systems to the Supplier's OSS/BSS platforms.
- 5.4.5.** For all RSP to Supplier OSS/BSS interfaces, provide interface and protocol specifications for all levels of the protocol stack from the physical layer to the application and service layers.

#### **5.5 RSP INTEGRATION & TESTING**

- 5.5.1.** Building upon the Supplier Solution, the Bidder MUST describe the Retail Service Providers approach it will adopt, including:

- listing the RSPs who currently use infrastructure provided by the Bidder, including the number of premises passed by the infrastructure and the speeds available.
- how it will monitor and manage the relationship with RSPs and the service received by end user customers.
- how long it will take for a RSP to mobilise to deliver services using the wholesale infrastructure (showing any variations within the intervention area), from the point that infrastructure is available.
- how it engages with RSPs to ensure its wholesale products satisfy customer needs and evolve to meet changing end user requirements.

- 5.5.2. RESOURCES & ORGANISATION**

- 5.5.2.1. Specify the facilities, resources and equipment allocated to Retail Service Provider (RSP) integration.

- 5.5.2.2. Where any facilities, resources or equipment are shared with retail service provision directly by the Supplier, fully describe the method of allocation of those facilities resources and equipment as well as their associated costs.

5.5.2.3. Specify any organisation structure associated with RSP integration and service management, and indicate which part of the organisation would deal with requests for interconnection from RSPs.

### **5.5.3. FACILITIES & POINTS OF INTERCONNECTION / HANDOVER**

5.5.3.1. For each active or passive wholesale product describe the physical points of interconnection, handover or access to be made available for RSP integration.

5.5.3.2. Provide details of the location of these handover points on physical and/or logical network diagrams.

5.5.3.3. Describe the location of any other facilities to be made available for RSP integration including backhaul links, network nodes, data centres or other facilities.

### **5.5.4. TECHNICAL INTERFACE SPECIFICATIONS**

5.5.4.1. Describe the geographical and physical environment where points of interconnection, handover or access (hereafter Handover Points) are located whether above ground, below ground, or in-building. Where access to Supplier owned structures or enclosures is available, describe the physical characteristics and dimensions of those structure or enclosures, and the space available to RSPs within.

5.5.4.2. Where RSP would be required to provide additional equipment, structures or enclosures to gain access to a Handover Point, specify and requirements or limitations associated with any such equipment.

5.5.4.3. Describe how RSP equipment would connect to Handover Points e.g. direct physical access, in-building or external fibre or copper links, wireless links etc. Provide any specifications for any links required together with detailed or standardised interface specifications.

5.5.4.4. Provide the electrical specifications of power supplies to be made available to RSPs at handover points.

5.5.4.5. For passive and active access products, provide all electrical and/or optical specifications for any necessary interconnects or links.

5.5.4.6. For active products, provide interface and protocol specifications for all levels of the protocol stack from the physical layer to the application and service layers.

5.5.4.7. For active products specify all computing hardware, software and configuration data (e.g. VLAN identifiers) required to interconnect at a Handover Point.

5.5.4.8. Describe any installation and/or commissioning procedures that RSP would be required to follow in order to access and/or deploy equipment at a Handover Point.

5.5.4.9. Specify any approvals or authorisations that a RSP would require in order to access and/or deploy equipment at a Handover Point, or an End User's premises.

#### **5.5.5. ORDER HANDLING & FULFILMENT**

5.5.5.1. Describe any prerequisites for a RSP to interconnect to a Handover Point.

5.5.5.2. Describe any prerequisites for a RSP to access an End User's premises.

5.5.5.3. Describe the process by which a RSP would request and obtain interconnection to a Handover Point. Describe any forms or software tools used for this purpose. Confirm that any forms or tools are based upon standard office document formats and Internet technology, and that access to specialised hardware or software would not be required.

5.5.5.4. For each type of active or passive wholesale product, describe the process steps from receipt of a connection order from an End User to provision of full commercial service to that End User and the RSP. Identify the process steps where the Supplier needs to be involved, and those where it does not.

5.5.5.5. Describe the process steps from receipt of a RSP integration request to commercial operation by the RSP at Handover Points and End User premises.

5.5.5.6. Describe any prerequisites or approvals required at each process step.

5.5.5.7. Describe the processes, procedures, tools and systems that support efficient order handling and fulfilment.

5.5.5.8. Specify the Supplier's maximum response time at each process step, including all survey, design and preparatory work.

5.5.5.9. Describe the complaint handling and escalation procedure for the RSP to follow if the Supplier fails to meet its maximum response time for any process step.

#### **5.5.6. CHANGE MANAGEMENT**

5.5.6.1. Describe the change management process and procedures for engineering changes at Handover Points. Describe all process steps.

5.5.6.2. Describe the change management process and procedures for RSP customer connection changes (including Moves, Adds, Changes, and Disconnections). Describe all process steps for each change type.

5.5.6.3. Specify the Supplier's maximum response time at each process step, including all survey, design and preparatory work. Identify the process steps where the Supplier needs to be involved, and those where it does not.

#### **5.5.7. FAULT MANAGEMENT**

5.5.7.1. Describe the preventative maintenance and reactive fault management processes and procedures for the network.

5.5.7.2. Describe how and when any faults or outages, whether planned or not, are reported to RSPs.

5.5.7.3. Describe any software tools available for fault identification, reporting and management. Describe what access, if any, RSPs would have to such software tools.

5.5.7.4. Describe the procedures for handling and resolving faults reported to Supplier by RSPs.

#### **5.5.8. SERVICE MANAGEMENT**

5.5.8.1. Describe any frameworks, methods, tools, processes and procedures used for service management.

5.5.8.2. Describe the network Key Performance Indicators (KPIs) that would be used to monitor network and service performance.

5.5.8.3. Define all necessary interactions between the Supplier and the RSP required by to support service management.

5.5.8.4. Describe all network performance and service reporting by the Supplier to RSPs on both a regular and exception basis.

#### **5.5.9. BILLING**

5.5.9.1. List all products and services that could be chargeable to a RSP.

5.5.9.2. Identify any other possible charges to a RSP.

5.5.9.3. Itemise the pricing for each product and service.

5.5.9.4. Where a fixed price is not available, provide a formula for how it would be calculated.

5.5.9.5. Describe the billing and payment arrangements for RSPs.

#### **5.5.10. DISPUTE RESOLUTION & ESCALATION**

5.5.10.1. Describe the dispute handling procedures for all categories of customers and stakeholders.

5.5.10.2. Identify the response timescales for each category and level of complaint.

5.5.10.3. Specify the escalation path for each category of complaint from the working level, to the Supplier's Project Lead, to the Project Lead's superiors, and ultimately to the Supplier's chief executive.

### **6. PROJECT DELIVERY**

#### **6.1 PROJECT ORGANISATION**

**6.1.1.** Detail the relevant technical and professional resources available in your organisation to enable provision of the services covered by this contract (e.g. staff qualifications including details of your staff training programmes, for each of the following staff groups – back office staff, supervisors, Enforcement Agents), the number of staff & managerial staff available, measures for ensuring quality etc.), how do you ensure that these resources are maintained?

**6.1.2.** Provide a (hierarchical) organisation chart that identifies all authorities, responsibilities and escalation paths within the project.

- 6.1.3.** List the accountabilities and responsibilities for each project stage and activity.
- 6.1.4.** Describe the governance and decision-making structures within the Project.
- 6.1.5.** Identify any decision-making committees that include voting members not employed by the Supplier. Identify all voting members on such committees.
- 6.1.6.** Document its approach to maintaining the Key Personnel, as set out in Bidder's proposed Schedule 3.4, during the life of the contract.
- 6.1.7.** Document its approach to recruiting Key Personnel post contract award and how the Supplier will follow the Key personnel Candidates Process set out in Schedule 3.4.
- 6.1.8.** How Key Sub Contractors will maintain the Key Personnel, as set out in Bidder's proposed Schedule 3.4, during the life of the contract.
- 6.1.9.** How Key Sub Contractors will approach recruiting Key Personnel post contract award and how Key Sub Contractors will follow the Key personnel Candidates Process set out in Schedule 3.4.

## **6.2 PROJECT METHODOLOGY**

- 6.2.1** Include a description of any industry-standard frameworks and models to be used e.g. PRINCE 2.
- 6.2.2** Describe the tools and methods used for programme planning.
- 6.2.3** Describe how the Supplier's existing programme and project management processes and procedures will be applied to the Project.
- 6.2.4** Identify and describe any new process and procedures that will need to be developed to meet the requirements of the Project. State when these new processes and procedures will be introduced.
- 6.2.5** Describe how decisions will be made on the project. Describe all procedures where multiple stage approvals are required for decisions.
- 6.2.6** Provide an example of a similar project(s) where the project methodology has been applied if possible. This may be included in a case study in an appendix and referenced from this section.

### **6.3 STAKEHOLDER MANAGEMENT**

- 6.3.1** Identify all national, local, community, industrial, environmental and other stakeholders.
- 6.3.2** Describe the planned communications with each stakeholder.
- 6.3.3** Describe any planned consultations and publications including Internet and social media communications.
- 6.3.4** Describe the complaint handling and escalation procedure for stakeholders.

### **6.4 SUPPLIER MANAGEMENT**

- 6.4.1** Provide a chart that identifies all sub-contractors and suppliers in the supply chain.
- 6.4.2** Identify which roles and stages are to be undertaken by sub-contractors or other third parties.
- 6.4.3** Describe all key activities to be performed by sub-contractors. Exclude non-critical activities which account for a negligible part of the Project cost.
- 6.4.4** Describe the qualifications and experience of sub-contractors performing key activities.
- 6.4.5** Describe the management processes and procedures covering sub-contractors.
- 6.4.6** Describe how non-conforming sub-contractor products or services will be handled and rectified.

### **6.5 COST CONTROL & BUDGET MANAGEMENT**

- 6.5.1** Describe the processes and procedures for project budget setting and management.
- 6.5.2** Describe the process and procedures for ongoing cost optimisation and value engineering.
- 6.5.3.** Define all assumptions used to calculate the level of public sector subsidy required and the sensitivity of these assumptions.



## **6.6 QUALITY CONTROL**

- 6.6.1.** Describe the frameworks, tools, process and methods for quality control and assurance.
- 6.6.2.** Specify any relevant certifications and accreditations held by the Supplier and sub-contractors.
- 6.6.3.** Describe how non-conforming products or services will be handled and rectified.
- 6.6.4.** Describe the complaint handling and escalation procedure for customers.
- 6.6.5.** Specify the circumstances when quality variances, or non-conforming products or services, would be reported to the Procuring Authority, and when they would not.

## **6.7 RISK & ISSUE MANAGEMENT**

- 6.7.1.** Describe the frameworks, tools, process and methods for risk and issue identification and management.
- 6.7.2.** Describe when and how risk and issues would be reported to the Procuring Authority.

## **7. SOLUTION COMPONENT REQUIREMENTS**

Provide description and summaries for current and planned future solution component together with any additional solution components that must be delivered as part of an Open Access or Reduced Access bid.

### **7.1 CURRENT SOLUTION COMPONENTS**

Describe the proposed Solution Components in full identifying solution sub-components where applicable. Describe the extent to which and how the infrastructure can be expanded to accommodate future access requests. Also describe and define what a "Structure" represents for each current and future Solution Component. A Structure should represent a component element of the Network which is used to connect End User Premises to the Network.

#### **7.1.1 CURRENT SOLUTION COMPONENT #1**

##### **7.1.1.1 SOLUTION COMPONENT DEFINITION**

Define the solution component considering in terms of:

- Network and configuration diagrams

- Technology descriptions
- Implementation descriptions
- Functional and performance specifications
- Physical specifications
- Equipment configurations
- Deployment methods
- Interface specifications
- Applicable standards
- Performance and capacity calculations e.g. link budgets
- Customer experience descriptions
- Planned upgrades and future capacity expansion
- Structure definition
- Any other relevant information

#### **7.1.1.2 SOLUTION COMPONENT SUMMARY TABLE**

Summarise and complete the following worksheet for each solution component. Collate all worksheets in a single spreadsheet file to include here.



Solution Component  
Template.xlsx

### **7.1.2 CURRENT SOLUTION COMPONENT #2**

#### **7.1.2.1 SOLUTION COMPONENT DEFINITION**

Define the solution component considering in terms of:

- Network and configuration diagrams
- Technology descriptions
- Implementation descriptions
- Functional and performance specifications
- Physical specifications
- Equipment configurations
- Deployment methods
- Interface specifications
- Applicable standards
- Performance and capacity calculations e.g. link budgets
- Customer experience descriptions
- Planned upgrades and future capacity expansion
- Structure definition
- Any other relevant information

#### **7.1.2.2 SOLUTION COMPONENT SUMMARY TABLE**

Summarise and complete the following worksheet for each solution component. Collate all worksheets in a single spreadsheet file to include here.



Solution Component  
Template.xlsx

### **7.1.3 CURRENT SOLUTION COMPONENT #N**

#### **7.1.3.1. SOLUTION COMPONENT DEFINITION**

Add additional component sub-headings as required.

## **7.2 FUTURE SOLUTION COMPONENTS**

Describe the proposed future Solution Components while highlighting any uncertainties, limitations and risks.

### **7.2.1 FUTURE SOLUTION COMPONENT #1**

#### **7.2.1.1 SOLUTION COMPONENT DEFINITION**

Define the solution component considering in terms of:

- Network and configuration diagrams
- Technology descriptions
- Implementation descriptions
- Functional and performance specifications
- Physical specifications
- Equipment configurations
- Deployment methods
- Interface specifications
- Applicable standards
- Performance and capacity calculations e.g. link budgets
- Customer experience descriptions
- Planned upgrades and future capacity expansion
- Structure definition
- Any other relevant information

#### **7.2.1.2 SOLUTION COMPONENT SUMMARY TABLE**

Summarise and complete the following worksheet for each solution component. Collate all worksheets in a single spreadsheet file to include here.



Solution Component  
Template.xlsx

### **7.2.2 FUTURE SOLUTION COMPONENT #2**

#### **7.2.2.1 SOLUTION COMPONENT DEFINITION**

Define the solution component considering in terms of:

- Network and configuration diagrams
- Technology descriptions
- Implementation descriptions
- Functional and performance specifications
- Physical specifications
- Equipment configurations
- Deployment methods
- Interface specifications
- Applicable standards
- Performance and capacity calculations e.g. link budgets
- Customer experience descriptions
- Planned upgrades and future capacity expansion
- Structure definition
- Any other relevant information

#### **7.2.2.2 SOLUTION COMPONENT SUMMARY TABLE**

Summarise and complete the following worksheet for each solution component. Collate all worksheets in a single spreadsheet file to include here.



Solution Component  
Template.xlsx

### **7.2.3 FUTURE SOLUTION COMPONENT #N**

#### **7.2.3.1 SOLUTION COMPONENT DEFINITION**

Add additional component sub-headings as required.

## **7.3 TEST AND ACCEPTANCE PLAN**

### **7.3.1 RESOURCES AND ORGANISATION**

**7.3.1.1** Identify the resources in Section 2.1 Project Organisation responsible for test and acceptance of the solution. Used – response to be provided as part of Bidder Response Document.

**7.3.1.2** Define or clarify all roles and responsibilities for test and acceptance.

## **8. WHOLESALE ACCESS PRODUCTS AND SERVICES**

**8.1.1.** Bidders must complete the Wholesale Product Template contained below for all active and passive wholesale products to meet the requirements of the Commission Decision and ensure that all Solution Components are included.



Supplier Solution  
Document - Wholesal

**8.1.2** Provide outline wholesale product descriptions and technical specifications to describe the proposed products. As a minimum, the following aspects should be included for each product:

- Product feature descriptions, including options and variants.
- Describe the extent to which the solution provides opportunities for Ultrafast and/or Gigabit on demand (e.g. FTTP-on demand product).
- Solution Components comprising each product
- CPE requirements including interface requirements for access seeker supplied CPE.
- Handover points and technical interface specifications WITH Retail Service Providers.
- Survey and information request procedure for physical assets.
- Methodology for determining and allocating network or asset capacity
- Specifications for new installations or use of all physical assets
- Quality of Service specifications including committed data rates, availability etc.
- All limitations related to technology, regulation, environmental or third party factors.
- All other specifications: physical, technical, information security, health and safety etc.

**8.1.3.** Provide details of the choice of price benchmarks and describe how the wholesale products chosen are comparable to the wholesale products being delivered.

**8.1.4.** In the event that the Supplier is vertically integrated and intends to offer retail services over the network, describe how suppliers seeking access to sell retail services will be able to compete on an equivalent and non-discriminatory basis.

**8.1.5.** Describe how the requirements for accounting separation between the wholesale operation and the retail provision will be met.

## **9. IMPLEMENTATION**

### **9.1 IMPLEMENTATION**

**9.1.1.** Describe the implementation approach including how the processes will refine the model survey assumptions into planned structure output and the correlation between build costs and planning output costs.

- 9.1.2. Describe the approach to liaison with local planning authorities, including ensuring compliance with their requirements and co-ordinating street works to avoid unnecessary local disruption.
- 9.1.3. Describe how the planning approach and approach to wayleaves and power way leaves will mitigate against issues such as delays to achieving planning permission, road closure orders etc.
- 9.1.4. Describe the approach to addressing 'whole communities'.

## **9.2 TESTING & ACCEPTANCE**

- 9.2.1. Describe the frameworks, tools, process and methods for testing and acceptance.
- 9.2.2. Describe any linkage with Quality Control processes and procedures.

## **9.3 HANDOVER TO OPERATIONS**

- 9.3.1. Following acceptance, describe the process and procedures for handing over the network or sub-networks to the internal or external organisations responsible for commercial operations.
- 9.3.2. Specify what facilities, resources, equipment, training and manuals will be provided as part of the handover.
- 9.3.3. Identify any pre-requisites or external dependencies for handover.

## **10. ADDITIONAL SECTIONS**

This section is optional and may be retitled or deleted. More than one additional sections may be added and the following sections renumbered accordingly.

## **11. LIST OF REFERENCES**

This section is optional and may be deleted if, for example, footnotes have been used instead.

All references shall be included with the document either as separate clearly-named files or fully qualified Internet URLs.

All references however provided shall be in data formats stipulated by the ITT which are typically Microsoft Office, Adobe PDF and HTML formats.

## **12. GLOSSARY**

All terms and acronyms that are not in standard English shall be defined in either upon first use or in this section. If all terms are defined upon first use then this section is optional.

### **13. APPENDICES**

This section is optional and may be deleted.



# Invitation to Tender

## OJEU OPEN PROCEDURE

OJEU Contract Notice: 2016/S 216-393514

## ITT Part 2: Appendix 5 – Compliance Matrix

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 2.0

Status: Issued

Appendix 5 COMPLIANCE MATRIX



**Bidder Instructions:**

1. The compliance matrix MUST be completed by the Bidder to reflect the compliance of its Solution with the Local Body's requirements.
2. The Bidder MUST complete: (i) a Solution Compliance table; and (ii) a Component Compliance table for each of their Solution Components.
3. Any Partial-Compliance or Non-Compliance MUST be explained and mitigated in the provided fields.
4. The Bidder must complete a separate Component Compliance table for each of their Solution Components. Bidders should enter the component ID at the top of the table, and should also change the table name to the solution component ID. If the Bidder has more solution Components than there are tables in this template, then the Bidder is requested to create a new table by copying one of the others.
5. The Solution Component compliance results MUST then be appropriately reflected in the overall Solution Compliance table.

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- [7 Component Compliance 6](#)

# 1 Solution Compliance

Rqmt. ID	Requirement	Solution Compliance	Rationale (where PC/NC)	Mitigations and controls to remove impact on solution
<b>Solution Requirements</b>				
1.	<b>STATE AID REQUIREMENTS</b>			
1.1	The Supplier Solution must be compliant with the Commission Decision.			
1.2	The Supplier Solution must comprise and, in accordance with the Service Requirements, provide Next Generation Access infrastructure utilising qualifying NGA technologies capable of delivering broadband services with a download speed of at least 30 Mbps.			
1.3	The Supplier Solution must deliver a Network which represents a Step Change in terms of broadband availability. Step Change can be achieved by demonstration of all the following:			
1.3.1	Speeds have to be at least doubled by the intervention and substantially higher upload speeds provided when compared with existing upload and download speeds;			
1.3.2	Significant new investments in the broadband network are undertaken (i.e. investments that must include civil works and installation of new passive elements); and			
1.3.3	The new infrastructure brings significant new capabilities to the market in terms of broadband service availability, capacity and speeds and or competition.			
1.4	The Wholesale Access Products and Services made available by the Supplier shall comply with the requirements of the Commission Decision <a href="http://ec.europa.eu/competition/state_aid/cases/263954/263954_1760_328_135_4.pdf">http://ec.europa.eu/competition/state_aid/cases/263954/263954_1760_328_135_4.pdf</a> recognising that the specific requirements vary			

	depending on the specific configuration of the network and the qualifying technologies utilised.			
1.5	The Supplier must provide:			
1.5.1	Open Access to the Network;			
1.5.2	Wholesale Access Products and Services on an open, fair, reasonable, equal and non-discriminatory basis, as further described in paragraph 5 of this Schedule 2. The pricing of these Wholesale Access Products and Services shall be benchmarked in accordance with Schedule 5.2 (Wholesale Access Pricing), which benchmarking process shall be applied in a manner consistent with Paragraphs 134 to 138 of the Commission Decision.			
1.6	The Supplier Solution should seek to utilise existing infrastructure and facilities where it is technically feasible, cost effective and commercially viable to do so. This can be achieved through:			
1.6.1	Use of own infrastructure;			
1.6.2	Use of another supplier's infrastructure;			
1.6.3	Use of other utilities infrastructure.			
1.6.4	Use of Authority assets where identified in Schedule 4.2 (Authority Assets) of the Contract			
	The Supplier shall on request by the Authority confirm the extent that it is currently reusing and will reuse existing infrastructure and facilities as part of the Supplier Solution.			
2.	<b>SOLUTION REQUIREMENTS</b>			
2.1	The Supplier Solution shall be an Open Access Network which supports the UK's broadband policy objectives and the Local Body's objectives			

	by providing Retail Service Providers the Wholesale Access Products and Services through Solution Components that can support Take-up.			
2.2	<p>The Supplier Solution must provide NGA Broadband, Ultrafast Broadband and Gigabit Broadband to the:</p> <ul style="list-style-type: none"> <li>the volumes of End User Premises designated per Speed Category (being Speed Categories within the ranges of NGA, Ultrafast Broadband or Gigabit Broadband as applicable) – cumulative level criteria; and</li> <li>those identified End User Premises designated to Speed Categories within the ranges of NGA, Ultrafast Broadband or Gigabit Broadband (as applicable) – identified NGA End User Premises level criteria,</li> </ul> <p>as set out in the Speed and Coverage Template, including providing the allocated speeds specified in that Speed and Coverage Template to those identified End User Premises within any designated Priority Areas.</p>			
2.3	The Supplier shall (i) work with the Authority and Programme Authority; and (ii) co-operate with other suppliers and utility providers, to ensure delivery of the Supplier's Solution and to enable the efficient delivery of other related or interfacing publicly subsidised broadband network programmes (supporting the UK Government's broadband policy objectives).			
2.4	The Supplier Solution shall provide wholesale access network services from Handover Points to End User network termination points, supporting the provision of Wholesale Access Products and Services in the Coverage Area.			
2.5	The Supplier shall implement, operate and maintain the Supplier Solution to provide Wholesale Access Products and Services delivering to the End User Premises specified in the Speed and Coverage Template:			

2.5.1	the corresponding level of Access Line Speed provided under paragraph 3.2;			
2.5.2	a minimum of a doubling of the corresponding upload speed for each End User Premise (by 7 digit postcode reference) by comparison with the Ofcom reference data (average for that 7 digit postcode) published at the time of submission of the Supplier's ITT Response;			
2.5.3	a minimum Busy Hour Committed Rate for each End User Premise of 15Mbps;			
2.5.4	the capability (without requiring the Supplier to mandate this to Retail Service Providers) for an installation to be completed by a Retail Service Provider based on a Retail Service Provider's standard installation charges, with no excess installation charges payable by the Retail Service Provider to the Supplier;			
2.5.5	ensuring that capacity is managed for the duration of the Term so that any End User Premises can place an order with a Retail Service Provider which can be provisioned in accordance with the Service Levels set out in paragraph 5.1.2;			
2.5.6	ensuring that the service provided to the End User Premises continues to meet the criteria set out in paragraphs 3.5.1 to 3.5.5 for the duration of the Term following Achievement of the corresponding Milestone Type M2 under which each relevant End User Premises is served; and			
2.5.7	such that Wholesale Access Products and Services are provided at charges which allow Retail Service Providers to provide affordable NGA, Ultrafast Broadband and Gigabit Broadband services to End Users.			
3.	<b>COMMUNITY NETWORK REQUIREMENTS</b>			
3.1	The following requirements apply only where the Authority has included a specific Local Community Project requirement as part of the Service Requirements for this Contract. The following establishes the associated minimum requirements to be met by the Supplier.			

3.2	The Supplier shall provide, subject to the Change Control Procedure, a network access and data transport components service, as agreed with the Authority, to communities requesting to extend Wholesale Access Products and Services connectivity and/or to increase Access Line Speeds, beyond the Supplier's originally planned Supplier Solution provided that such change falls within the Commission Decision			
3.3	The Supplier shall support extensions to the Supplier Solution by offering and supporting a Local Community Project. Additionally, upon reasonable request, the Supplier may also support extensions to its NGA proposals by supporting a Community Contribution Scheme			
3.4	The Supplier shall identify and provide connectivity to nominated points, where the local community (for example, a local authority, residential groups, local businesses) provides, builds and maintains its own access network. This is described as a community backhaul solution.			
3.5	The Supplier shall in respect of any Local Community Project:			
3.5.1	proactively and effectively engage, interact with and inform each local community to ensure a proper and successful delivery; and			
3.5.2	work with the local community to define a set of Local Community Requirements subject to such requirements being incorporated to this Contract via the Change Control Procedure.			
3.6	Nothing under paragraph 4 of Schedule 2 shall prevent a local community from sourcing services that are available outside of this Contract and which are capable of achieving similar objectives for the local community.			
4.	<b>SERVICE LEVEL CATEGORY</b>			
4.1	The Supplier Solution shall at all times meet or exceed the following service levels which together constitute the Minimum Service Requirements:			

4.1.1	The Supplier shall provide minimum network availability and support for its Retail Service Providers which shall include:			
(a)	Network availability of 99.5%, measured on a monthly basis and in accordance with Good Industry Practice;			
(b)	Trouble to Resolve (T2R) (as defined in NICC ND1626) time of a maximum of two (2) Working Days; and			
(c)	technical support and customer care hours – 0800 to 1800 7 days a week.			
4.1.2	The Supplier Solution for NGA, Ultrafast Broadband and Gigabit Broadband Wholesale Access Product and Services shall be deployed by the Supplier in a manner that will ensure when a retail service is requested by a Retail Service Provider that such orders can be provisioned to End Users with order, installation and availability service levels, including as a minimum a provisioning order installation timescale assessed separately on a per Wholesale Access Product and Service basis of 80% of all orders completed in ten (10) Working Days and 100% of all orders completed in twenty (20) Working Days, as calculated on a monthly basis.			
4.1.3	The Supplier Solution for Wholesale Access Product and Service in respect of Wholesale Passive Products, shall ensure provision of such services in accordance with the corresponding order, installation and availability services levels as specified in the Wholesale Product Template.			
4.2	In order to enable the Retail Service Providers to support the End User experience, the Supplier shall back up the achievement of the Minimum Service Requirements with appropriate service credits or similar mechanisms to incentivise performance and compensate the Retail Service Providers in the event that the Supplier fails to achieve any of the Minimum Service Requirements.			
4.3	The Supplier Solution shall provide integrated network access and data transport components to End User Premises and Handover Points that			



	comply with all relevant Industry Standards or achieve functions/performance levels that are equivalent to or better than those provided for by such standards as are necessary to ensure interoperability.			
4.4	The Supplier shall mitigate and minimise, in accordance with Good Industry Practice, the number of single points of failure within the Network.			
4.5	The Supplier Solution shall be capable of enabling Symmetrical services for RSPs.			
4.6	The Supplier shall consider potential future demand by itself and alternative operators in the infrastructure design of the Supplier Solution and the deployment of physical assets, and shall design the Supplier Solution accordingly in order to minimise the likelihood of unnecessary further creation of infrastructure assets by itself or alternative operators.			
5.	<b>OPERATIONS</b>			
5.1	The Supplier shall provide the same Automated Retail Online Platform (capable of handling volume transactions) for use by all Retail Service Providers. Where the Supplier is developing new systems and associated processes, these shall align with an industry standard service management framework (e.g. FTM Framework, eTOM, ITIL).			
5.2	The Supplier shall provide a Lead-to-Cash Process to support Retail Service Providers which, as a minimum, shall include the following:			
5.2.1	order entry;			
5.2.2	order fulfilment such as line testing;			
5.2.3	distribution;			
5.2.4	billing and invoicing; and			

5.2.5	buyer payment/collection.			
5.3	The Supplier Solution shall include capabilities so as to be able to service MACDs.			
5.4	The Supplier shall provide full OSS facilities to provide high quality and on-going operational management to Retail Service Providers, and which as a minimum shall include:			
5.4.1	maintaining network inventory (including both physical and logical);			
5.4.2	providing communications providers with location-based, capacity management information for all offered products on subsidised infrastructure;			
5.4.3	provisioning services;			
5.4.4	configuring network components;			
5.4.5	monitoring and managing performance using relevant performance indicators;			
5.4.6	monitoring and managing faults;			
5.4.7	trouble-ticketing; and			
5.4.8	service assurance.			
5.5	The Supplier's OSS shall be designed so as to be capable of being scaled to manage increased Take-up delivered by Retail Service Providers as necessary to achieve the Minimum Service Requirements. All OSS/BSS Supplier systems that are not as at the date of this Contract capable of dealing with large volumes of operations shall be upgraded as part of the Deployed Services so as to become compliant with the NICC B2B specifications or equivalent Industry Standards.			
5.7	The Supplier shall operate a BSS, which as a minimum shall include the following B2B processes:			

5.7.1	RSP contact service;			
5.7.3	customer relationship management;			
5.7.5	order management;			
5.7.7	order fulfilment;			
5.7.9	service activation; and			
5.7.11	billing and invoicing.			
5.8	The Supplier's BSS shall be designed so as to be capable of being scaled to manage increased Take-up delivered by Retail Service Providers whilst continuing to meet at least the Minimum Service Requirements.			
5.9	The Supplier shall provide a service management model which describes the processes and communication needed to address disputes with and complaints from Retail Service Providers, including a dispute escalation procedure.			
5.10	The Supplier shall have standard OSS and BSS processes and procedures for Retail Service Providers. These shall, as applicable, comply with the relevant NICC standards, or Industry Standards, or achieve functions/performance levels that are equivalent to or better than those standards.			
5.11	The Supplier Solution shall enable RSPs using it to adhere to Ofcom's Approved Code of Practice for Complaints Handling as the same may be amended, updated or replaced from time to time.			
5.12	The Supplier shall report on Take Up, RSP availability, active wholesale connections and average end user pricing as set out in Schedule 6.4 of the Contract.			

6.	<b>PROJECT DELIVERY</b>			
6.1	The Supplier shall roll out the Network and its Wholesale Access Products and Services in accordance with this Contract and in doing so shall:			
6.1.1	adopt a standard project management approach;			
6.1.2	meet, communicate and co-operate with the Authority as required in accordance with this Contract to allow the Authority to adequately understand progress of the project, achievement of Milestones and associated issues and risks;			
6.2	The Supplier shall, where the Authority's investment includes European Regional Development Fund (ERDF) funds, meet standards required by ERDF as identified in Schedule 5.5 (External Funding) of this Contract.			
6.3	The Supplier Solution shall include;			
6.3.1	the agreed and defined Milestones for delivery of the Supplier Solution.			
6.3.2	the timetable for the preparation and delivery of the Supplier's detailed marketing strategy;			
6.3.3	the Supplier's change management process for change to the Project Plan, an example of which could be the rollout delivery phasing;			
6.3.4	details of the Supplier's project management processes including its procedures, standards, tools and documentation that it will use to deliver its Supplier Solution;			
6.3.5	details of the Supplier's quality management process, including standards, tools and key performance indicators that shall be used by the Supplier to deliver the Supplier Solution;			
6.3.6	the Supplier's project organisation and staffing including key roles and responsibilities;			

6.3.7	the type of project team availability (on site / back office / remotely / on call, etc.) during the various project phases;			
6.3.8	a detailed project plan for each Phase including key planning information with respect to the design, build and testing of the Supplier Solution associated with each Milestone;			
6.3.9	details of the Wholesale Access Product and Service documentation to be provided by the Supplier to Retail Service Providers and the Authority, such as functional and technical admin specifications and guides, training manuals, configuration and customisation manuals; and			
6.3.10	details of the Supplier's project finance management processes, including with respect to audit			
6.4	The Supplier shall produce and maintain suitable documentation, information and records such that it can at all times demonstrate to the Authority on request that the Supplier Solution will provide the required Network performance as specified in the Supplier Solution, which shall include:			
	In the case of a fibre based solution			
6.4.1	A list of Structures to be built under the Supplier Solution;			
6.4.2	The network design, topology and element dimensioning			
6.4.3	The list of NGA white premises and applicable postcodes for each Structure			
	In the case of a wireless based solution			
6.4.4	The network design, topology and element dimensioning			
6.4.5	Radio and interference plans that are specific to the proposed technologies;			

6.4.6	Frequency plan;			
6.4.7	The list of NGA white Premises and applicable postcodes that will receive an NGA solution.			
6.5	During the term of this Contract the Supplier shall provide assistance to the Authority which may include:			
6.5.1	test validation reports;			
6.5.2	Site visits;			
6.5.3	systems/records review;			
6.5.4	field strength measurements and surveys;			
6.5.5	witnessing testing; and			
6.5.6	End User visits.			
7.	<b>SUSTAINABILITY</b>			
	The Supplier shall as a minimum:			
7.1.1	roll out Deployed Services which are sustainable and comply with or exceed the UK Government sustainability targets, including SOGE and 'Greening Government ICT';			
7.1.2	ensure compliance with relevant environmental legislation; and			
7.1.3	in association with the Authority develop, implement and operate the Supplier's plans to meet the Authority targets, as agreed with the Supplier, for sustainability in accordance with the Authority's ITT when developing the Supplier Solution.			

8.	<b>DELIVERING TAKE-UP</b>			
8.1	The Supplier shall create and deliver within the timescales specified in the Project Plan a detailed marketing strategy (including a programme of activities) which supports the maximum Take-up during the term of this Contract for NGA, Ultrafast Broadband and Gigabit Broadband.			
8.2	As a minimum the Supplier's Marketing Strategy shall provide for:			
8.2.1	white label generic unbranded marketing to encourage maximum business and residential take up;			
8.2.2	white label generic unbranded marketing approaches for NGA, Ultrafast Broadband and Gigabit Broadband campaigns;			
8.2.3	the establishment of a marketing and account resource to support Take Up;			
8.2.4	a range of marketing communications channels (examples: web, newspaper, radio, brochures, stickers etc.) to ensure maximum coverage of information during the NGA, Ultrafast Broadband and Gigabit Broadband implementation.			
8.3	The Supplier methodology for measuring both NGA, Ultrafast Broadband and Gigabit Broadband Take Up and how delivery will be validated and shared with the Authority is set out in Schedule 3.1 (Supplier Solution).			
8.4	The Supplier shall provide reports on the adoption by RSPs of Wholesale Access Products and Services in accordance with Schedule 6.4 (Reports) of this Contract in order to enable monitoring of the success of the Marketing Strategy.			
8.5	The Supplier, together with the Authority, shall engage with local businesses, residents and communities to discuss an engagement and resourcing plan for Demand Stimulation in the identified target areas detailed in this Contract.			

8.6	The Supplier shall conduct such additional Demand Stimulation activities as may be requested and funded jointly between the Parties.			
<b>WHOLESALE ACCESS PRODUCTS AND SERVICES</b>				
9.1	The Wholesale Product Template shall set out the Supplier's range of Wholesale Products and Services which will be published and available to the Retail Service Providers, including any new forms of access granted pursuant to paragraph 11.6 of Schedule 2 of the Contract.			
9.2	Wholesale Access Products and Services shall support Retail Service Providers in gaining Take-up, excluding the impact the Retail Service Provider may have on the retail products and services consumed by the End User.			
9.3	The Supplier shall develop and configure new or existing Wholesale Access Products and Services on a regular basis throughout the Term in line with reasonable Retail Service Provider requirements and the goal of maximising Take-up.			
9.4	The Supplier shall offer technologically neutral Wholesale Products and Services:			
9.4.1	suitable to allow access seekers to obtain effective Open Access on fair, reasonable and non-discriminatory terms;			
9.4.2	consistent with the Service Requirements;			
9.4.3	consistent with the Commission Decision, in particular with regard to paragraphs 122 to 127 of the Commission Decision.			
	This obligation shall, as a minimum, apply to all infrastructure assets in the Coverage Area that have been subsidised by State aid as well as all			



	existing infrastructure in the Coverage Area that is used in the deployment of the subsidised network . The Supplier shall document how multiple communication providers can use the physical assets and how capacity is managed between multiple communications providers which shall include the requirement for notification of such requests to the Authority prior to such other form of wholesale access being provided by the Supplier to the access seeker.			
9.5	Specific Forms of Network Access: In all cases the Supplier must make available from the point of deployment the forms of physical access as identified in paragraph 126 of the Commission Decision.			
9.6	General forms of new network access: In all cases the Supplier must make available other forms of wholesale access in accordance with paragraph 127 of the Commission Decision, insofar as it relates to Open Access procurement. The Parties shall agree and apply a process for receipt and handling of applications for new forms of network access.			
9.7	Where the circumstances described in Paragraphs 139 and 140 of the Commission Decision occur, any supplementary or increased regulatory requirements supplementary access requirements shall be deemed automatically included in this Schedule 2 of the Contract.			

2 **Component Compliance 1**

Rqmt ID	Solution Component Requirements	Solution Component Compliance	Rationale (where PC/NC)	Mitigations and controls to remove impact on solution
<b>SOLUTION COMPONENT REQUIREMENTS</b>				
	The following requirements relate to the Solution Components as detailed in the Solution Components Template as part of the Supplier Solution.			
10.1	The Solution Components shall have a lifespan and an upgrade path for the Term. The Supplier shall report (where applicable) on advances and opportunities for trials or piloting of new NGA qualifying technology through the governance arrangements set out in Schedule 6.1 (Governance) of the Contract, for consideration for inclusion under this Contract (subject to Commission Decision and procurement constraints)			
10.2	The Solution Components, including data transport components, shall be upgradable so as to support increasing access line speeds throughout the Term.			
10.3	The Solution Components when configured together shall be capable of providing Wholesale Access Products and Services that underpin the broadband products and services offered by Retail Service Providers in the marketplace as at the Effective Date.			

10.4	The Solution Components shall support the following ALA (as defined in ALA ND 1644) classes of service or the equivalent Industry Standard:			
10.4.1	Class A Real time, delay sensitive, applications (e.g. voice);			
10.4.2	Class B Streaming applications (e.g. video);			
10.4.3	Class C Internet Data; and			
10.4.4	Class D Guest or 3rd party access,			
	having taken account of the packet loss, delay, round trip delay, jitter and wander characteristics inherent in the Supplier Solution. For QoE and QoS harmonisation, NICC ND 1030 recommendations will be used as a guideline.			
10.5	Throughout the Term the Supplier shall ensure all Solution Components comply with the applicable Industry Standards or achieve function/performance levels that are equivalent to or better than those standards.			
10.6	The Solution Components shall independently, and as part of the Supplier Solution, be capable of meeting the requirements for technical acceptance detailed in the Test Strategy. These shall include, at a minimum:			
10.6.1	interoperability tests;			
10.6.2	operations tests, including end to end testing of BSS, OSS and Network;			
10.6.3	performance tests;			
10.6.4	operations readiness tests, including monitoring, failovers; and			

10.6.5	other relevant technology-specific tests.			
10.7	The Supplier shall maintain, and when appropriate publish to Retail Service Providers a technical release schedule for each Solution Component which supports new software and hardware changes to continue service delivery with equal or higher quality and/or performance.			

3 **Component Compliance 2**

Rqmt ID	Solution Component Requirements	Solution Component Compliance	Rationale (where PC/NC)	Mitigations and controls to remove impact on solution
	<b>SOLUTION COMPONENT REQUIREMENTS</b>			
	The following requirements relate to the Solution Components as detailed in the Solution Components Template as part of the Supplier Solution.			
11.1	The Solution Components shall have a lifespan and an upgrade path for the Term. The Supplier shall report on advances and opportunities for trials or piloting of new NGA qualifying technology through the governance arrangements set out in Schedule 6.1 (Governance) of the Contract, for consideration for inclusion under this Contract (subject to Commission Decision and procurement constraints)			
11.2	The Solution Components, including data transport components, shall be upgradable so as to support increasing access line speeds throughout the Term.			
11.3	The Solution Components when configured together shall be capable of providing Wholesale Access Products and Services that underpin the broadband products and services offered by Retail Service Providers in the marketplace as at the Effective Date.			

11.4	The Solution Components shall support the following ALA (as defined in ALA ND 1644) classes of service or the equivalent Industry Standard:			
11.4.1	Class A Real time, delay sensitive, applications (e.g. voice);			
11.4.2	Class B Streaming applications (e.g. video);			
11.4.3	Class C Internet Data; and			
11.4.4	Class D Guest or 3rd party access,			
	having taken account of the packet loss, delay, round trip delay, jitter and wander characteristics inherent in the Supplier Solution. For QoE and QoS harmonisation, NICC ND 1030 recommendations will be used as a guideline.			
11.5	Throughout the Term the Supplier shall ensure all Solution Components comply with the applicable Industry Standards or achieve function/performance levels that are equivalent to or better than those standards.			
11.6	The Solution Components shall independently, and as part of the Supplier Solution, be capable of meeting the requirements for technical acceptance detailed in the Test Strategy. These shall include, at a minimum:			
11.6.1	interoperability tests;			
11.6.2	operations tests, including end to end testing of BSS, OSS and Network;			
11.6.3	performance tests;			
11.6.4	operations readiness tests, including monitoring, failovers; and			

11.6.5	other relevant technology-specific tests.			
11.7	The Supplier shall maintain, and when appropriate publish to Retail Service Providers a technical release schedule for each Solution Component which supports new software and hardware changes to continue service delivery with equal or higher quality and/or performance.			

#### 4 Component Compliance 3

Rqmt ID	Solution Component Requirements	Solution Component Compliance	Rationale (where PC/NC)	Mitigations and controls to remove impact on solution
12.	<b>SOLUTION COMPONENT REQUIREMENTS</b>			
	The following requirements relate to the Solution Components as detailed in the Solution Components Template as part of the Supplier Solution.			
12.1	The Solution Components shall have a lifespan and an upgrade path for the Term. The Supplier shall report on advances and opportunities for trials or piloting of new NGA qualifying technology through the governance arrangements set out in Schedule 6.1 (Governance) of the Contract, for consideration for inclusion under this Contract (subject to Commission Decision and procurement constraints)			
12.2	The Solution Components, including data transport components, shall be upgradable so as to support increasing access line speeds throughout the Term.			
12.3	The Solution Components when configured together shall be capable of providing Wholesale Access Products and Services that underpin the broadband products and services offered by Retail Service Providers in the marketplace as at the Effective Date.			
12.4	The Solution Components shall support the following ALA (as defined in ALA ND 1644) classes of service or the equivalent Industry Standard:			



12.4.1	Class A Real time, delay sensitive, applications (e.g. voice);			
12.4.2	Class B Streaming applications (e.g. video);			
12.4.3	Class C Internet Data; and			
12.4.4	Class D Guest or 3rd party access,			
	having taken account of the packet loss, delay, round trip delay, jitter and wander characteristics inherent in the Supplier Solution. For QoE and QoS harmonisation, NICC ND 1030 recommendations will be used as a guideline.			
12.5	Throughout the Term the Supplier shall ensure all Solution Components comply with the applicable Industry Standards or achieve function/performance levels that are equivalent to or better than those standards.			
12.6	The Solution Components shall independently, and as part of the Supplier Solution, be capable of meeting the requirements for technical acceptance detailed in the Test Strategy. These shall include, at a minimum:			
12.6.1	interoperability tests;			
12.6.2	operations tests, including end to end testing of BSS, OSS and Network;			
12.6.3	performance tests;			
12.6.4	operations readiness tests, including monitoring, failovers; and			
12.6.5	other relevant technology-specific tests.			
12.7	The Supplier shall maintain, and when appropriate publish to Retail Service Providers a technical release schedule for each Solution Component which supports new software			

	and hardware changes to continue service delivery with equal or higher quality and/or performance.			

5 **Component Compliance 4**

Rqmt ID	Solution Component Requirements	Solution Component Compliance	Rationale (where PC/NC)	Mitigations and controls to remove impact on solution
13.	<b>SOLUTION COMPONENT REQUIREMENTS</b>			
	The following requirements relate to the Solution Components as detailed in the Solution Components Template as part of the Supplier Solution.			
13.1	The Solution Components shall have a lifespan and an upgrade path for the Term. The Supplier shall report on advances and opportunities for trials or piloting of new NGA qualifying technology through the governance arrangements set out in Schedule 6.1 (Governance) of the Contract, for consideration for inclusion under this Contract (subject to Commission Decision and procurement constraints)			
13.2	The Solution Components, including data transport components, shall be upgradable so as to support increasing access line speeds throughout the Term.			
13.3	The Solution Components when configured together shall be capable of providing Wholesale Access Products and Services that underpin the broadband products and services offered by Retail Service Providers in the marketplace as at the Effective Date.			
13.4	The Solution Components shall support the following ALA (as defined in ALA ND 1644) classes of service or the equivalent Industry Standard:			

13.4.1	Class A Real time, delay sensitive, applications (e.g. voice);			
13.4.2	Class B Streaming applications (e.g. video);			
13.4.3	Class C Internet Data; and			
13.4.4	Class D Guest or 3rd party access,			
	having taken account of the packet loss, delay, round trip delay, jitter and wander characteristics inherent in the Supplier Solution. For QoE and QoS harmonisation, NICC ND 1030 recommendations will be used as a guideline.			
13.5	Throughout the Term the Supplier shall ensure all Solution Components comply with the applicable Industry Standards or achieve function/performance levels that are equivalent to or better than those standards.			
13.6	The Solution Components shall independently, and as part of the Supplier Solution, be capable of meeting the requirements for technical acceptance detailed in the Test Strategy. These shall include, at a minimum:			
13.6.1	interoperability tests;			
13.6.2	operations tests, including end to end testing of BSS, OSS and Network;			
13.6.3	performance tests;			
13.6.4	operations readiness tests, including monitoring, failovers; and			
13.6.5	other relevant technology-specific tests.			
13.7	The Supplier shall maintain, and when appropriate publish to Retail Service Providers a technical release schedule for each Solution Component which supports new software			

	and hardware changes to continue service delivery with equal or higher quality and/or performance.			

## 6 **Component Compliance 5**

Not Used

## 7 **Component Compliance 6**

Not used



## ITT Part 3:

# Contract Terms, Conditions & Schedules

Shropshire ITT reference number: **DMNV001**

Status: Issued

Date: November 2016



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## 1 OJEU Contract

1.1 Terms of the OJEU Contract

**Appendix 1: Not used**

**Appendix 2: Form of OJEU Template Contract**

# 1 OJEU Contract

## 1.1 Terms of the OJEU Contract

1.1.1 The Contract shall, at the point of contract signature, comprise:

- a) The Phase 3 Template OJEU Contract (attached at Appendix 2 to this Part 3 of the ITT); and
- b) Those additional materials required to complete corresponding Contract Schedules – including the Supplier Solution, Project Model and Key Personnel (as specified within the Phase 3 Template OJEU Contract (attached at Appendix 2 to this Part 3 of the ITT)).

## **Appendix 1: Not used**

## Appendix 2: Form of OJEU Template Contract



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Connecting Shropshire - Phase 2b

## **ITT Part 4:**

# **Instructions for Submission of Financial Information**

Shropshire ITT reference number: **DMNV001**

Date: November 2016

Version: 1.0

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- 1.2 Objectives
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**Appendix 1 – Project Model**

**Appendix 2 – Statement of Assurance**

# 1 Introduction

## 1.1 Purpose of this document

- 1.1.1 This Part 4 of the ITT sets out instructions for Bidders regarding the submission of financial information as part of their Tender responses.
- 1.1.2 This document should be read in conjunction with the Evaluation Strategy in Part 2 Appendix 1.
- 1.1.3 Bidder must complete a Bid Project Model for each LOT for which it is submitting a response.

## 1.2 Objectives

- 1.2.1 A Bid Project Model and financial information is required for this ITT process, to achieve the following key objectives:
  - To ensure that the Bid Project Model provides a solution that aligns with the grant funding available, as identified in Part 2 of this ITT.
  - To allow for evaluation of the Bidder's response, in accordance with the Evaluation Strategy, including
    - o Confirm the Bidder's costing, financial planning and funding arrangements, and to test the associated assumptions that they have made in their proposed Solution;
    - o Enabling an assessment of the risk to the long-term commercial sustainability of the Bidder's proposed solution through sensitivity analysis;
  - To form the 'Project Model' on award of the Contract, which will (amongst other purposes) enable:
    - o Monitoring against actual performance and allow assessment when using the Change Control Procedure under the Contract;
    - o Determining whether excess subsidy has been paid during the Contract period (i.e. to assist potential claw-back procedures - as required to meet State Aid requirements).

## 1.3 Structure of this document

- 1.3.1 This Part 3 document is structured as follows:
  - Section 1 introduces this document and provides the relevant context for the financial information required
  - Section 2 sets out the status and role of the Bid Project Model required in the bid process
  - Section 3 describes the Bid Project Model requirements

## 2 Bid Model Process

### 2.1 Introduction

- 2.1.1 This section outlines the processes for Bidder submission of financial information as part of its Tender Response.

### 2.2 Description

- 2.2.1 Financial information **must** be submitted by each Bidder in accordance with the overall procurement timetable. The evaluation process includes a direct cross reference of the Bid Project Model with the "operational data" supplied in the Speed and Coverage Template for consistency and for Value For Money.
- 2.2.2 The Authority will answer any specific clarification questions in relation to the Project Model if they are submitted as formal questions during this ITT process in accordance with Part 1 of this ITT.
- 2.2.3 Should a Bidder be successful in being awarded the tendered Contract, then the Bid Project Model will become the "Project Model" under that Contract. This Bid Project Model will be subject to contractual change control (see Schedule 6.2) under the Contract.

## 3 Project Model Requirements

### 3.1 Introduction

- 3.1.1 The Bidder **must** submit financial information to support its proposed tender solution, as set out in this section.
- 3.1.2 This Bid Project Model **must** show the Bidder's forecasts for its proposed solution, and will be given contractual status for the selected Supplier (the Bid Project Model becomes the Project Model at contract signature).

### 3.2 Required levels of model input detail

- 3.2.1 The Bidder **must** complete the Bid Project Model with sufficient granularity to enable the Authority to:
- Understand key cost drivers and their cost behaviours.
  - Validate forecast take-up assumptions against implementation milestones and marketing plans.
  - Test the sensitivity of the Bidder's commercial proposal to key assumptions in the Bid Project Model (particularly focussing on profitability and overall return).
  - Confirm that the Bid Project Model complies with the requirement and amounts of the grant funding available to the Bidder, as per Part 2 of the ITT.

### 3.3 General Requirements for Bid Project Models

- 3.3.1 The following general requirements apply to a Bid Project Model:
- The model **must** show calculations and outputs on a quarterly basis.
  - The model **must** not include any additional Bidder protected or hidden areas
  - Bidders **must** use Microsoft Excel 2010 or fully compatible versions.
  - Ordinarily where the Project Model has a cell with a calculated result, Bidders should NOT overwrite this cell with input data. The input of additional lines, for example for more components on the Cost Book tabs is acceptable.
  - More specifically the following tabs on the Project Model must not be directly amended by the Bidder:
    - o 17. Cashflow
    - o 19. Output
    - o 20. Calc sheet

## 3.4 Guidance for completing the Bid Project Model

In completing the Bid Project Model, Bidders are guided as follows:-

### 3.4.1 General

The "2. Model overview" tab in the bid Project Model includes a diagram that explains how the Bid Project Model is constructed. Bidders are advised to familiarise themselves with this schematic diagram and how their inputs will flow through the Project Model.

- 3.4.1.1 The bid Project Model is a discounted cashflow model that compares the net present value ("NPV") of the subsidy payments to "the gap" (being the NPV of future cash inflows from connected services less cash outflows associated with the network build). **The NPV of the Subsidy Payments must not be greater than the NPV of "the gap"**.
- 3.4.1.2 Calculated cashflows are consolidated onto the "17. Cashflow" tab and overall key metrics are summarised and presented on the "19. Output" tab. Data must not be directly entered onto either of these tabs nor should any formulae be amended or over written.
- 3.4.1.3 Cost and revenue cashflows **must** be determined on a (unit cost or price)\*(appropriate volume) basis. It is down to the Bidder to identify/define appropriate cost components and their associated drivers and enter underlying data accordingly. Similarly the Bidder is to identify/define appropriate wholesale products and their associated prices and volumes and enter underlying data accordingly. Network components and wholesale products as presented in the bid Project Model **must** be consistent with those identified in the bidder's Solution Component and Wholesale Product templates (see below). Bidders are reminded that transparency is a scored criteria within the Evaluation Strategy.
- 3.4.1.4 Bidders are advised to start with the two supplementary spreadsheets entitled Solution Component Template and Wholesale Product Template, both of which need to be submitted alongside their Project Model. These will provide key inputs into the Project Model for the Solution Working Design, Network build and in life Cost Books and Wholesale Product Price Book tabs (tabs 4, 8, 12, 15). The Network Build and In Life Cost Book tabs, in particular, must tie back to the technological solution provided. The Bidder must provide evidence that the structures in the SCT are consistent with those structures to be built and costed within the PFM. Bidders need to be absolutely clear in understanding that public subsidy can only be provided for Qualifying Capital Expenditure in accordance with Appendix 2 of Schedule 5.1.
- 3.4.1.5 Bidders are required to input into cells that are coloured green, and only in as many of the fields required to model their solution. The Bid Project Model is provided as both a blank document for input purposes and with a worked example to demonstrate its use. Bidders are asked to note that the worked example is merely included to demonstrate how the Project Model flows, and any input is merely illustrative and not to be copied or relied upon. As noted above, cells for input are generally shaded in green, although Bidders may not require all of the lines provided or may need to insert further lines as appropriate for their specific solution. Specific comments relating to individual tabs in

the Bid Project Model are included both on tab 2 “Model overview” as well as on the individual tabs themselves.

3.4.1.6 Embedded notes/comments are also included within some of the input tabs to provide specific guidance as appropriate. Bidders are advised to read these as they complete their Project Model, remembering that any solutions or figures within these notes are illustrative only, and that they must complete the relevant tabs with their own solution components.

3.4.1.7 The Project Model includes certain checks; Bidders will need to ensure that their Project Model has no errors prior to submission. Key error checks include:

- a) Tab 11. Network build cashflows – Build cashflows can ONLY occur in periods marked as being deployment (“D”) periods. Build cashflows included in the post deployment (“P”) period and post term (“PT”) period will not be classed as eligible build costs
- b) Tab 18. MPT – ensure that the NPV of the Subsidy Payments is less than or equal to the NPV of the gap
- c) Tab 18. MPT – ensure that the cumulative Subsidy Payments are always lower than the cumulative Qualifying Capex. Subsidy Payments can only be made for qualifying capital expenditure.
- d) Tab 19. Output – ensures that the contract post deployment period is 28 quarters long and that the total Bidder time line is 80 quarters long

3.4.1.8 The Authority will accept a Bidder providing explanatory notes in support of their Bid Project Model solution, providing those notes are clear and concise. A Bidder may want to, for example, emphasise certain aspects of their Project Model, particularly if there are alternative solutions proposed or different Stages within the overall programme. Bidders are however advised to ask questions during the procurement if they are expecting to submit explanatory notes to their Project Model.

3.4.1.9 All figures entered must exclude VAT. Public subsidy paid by the Authority will be exclusive of VAT. The Bidder will be responsible for accounting for VAT (both input and output VAT) outside of this Contract.

### 3.4.2 Funding

3.4.2.1 The total public funds available are as set out in Part 2 of this ITT. Bidders are reminded that there are no additional funds currently available. Bidders must ensure that their Project Model does not exceed this financial cap or conflict with any timing or other constraints on the availability of the funding. This statement does not preclude the possibility that additional funding may become available during the Programme, and if it is to be utilised under the Contract this would be dealt with under the Change Control Procedure (subject to State aid, procurement law and any additional contractual requirements). Bidders are further reminded that the NPV of the Subsidy Payments cannot exceed the NPV of “the gap”.

### 3.4.3 Outputs

- 3.4.3.1 Bidders are expected to review the tabs coloured yellow in order to satisfy themselves that their solution flows through the Project Model and provides the expected outputs, such as project NPV and IRR.
- 3.4.3.2 Bidders **must** ensure that their solution meets the requirements of the various grant funding subsidies in Part 2.
- 3.4.3.3 The Bid Project Model evaluates the bid over a 20 year (80 quarter) period. Bidders **must** state and illustrate in the Bid Project Model when this 80 quarter period begins as well as identifying where the deployment phase of the contract ends (i.e. the point that the final M2 milestone is expected to be delivered). The Authority will need to understand and assure the commercial viability of the Bidder's own financial plan throughout this 20 year period, especially as it relates to the funding of the Bidder itself (notwithstanding that the source and timing of the funding of the Bidder is not included in the Bid Project Model other than influencing the weighted average cost of capital and discount rate and is instead specifically covered by the Financial Memoranda).
- 3.4.3.4 In order for the Authority to test the sustainability of the Bidder's commercial proposal, the Bidder **must** run a series of sensitivity scenarios using their Bid Project Model. The outputs of these scenarios **must** be detailed in the Financial Memoranda. The Bidder **must** also provide in their Bid Project Model and/or describe in the Financial Memoranda, any other sensitivity analysis it applies for investment appraisal. The following scenarios as a minimum must be run:
- Take up is 10% (i.e. ten percentage points) lower than base-case take up. Profile of take-up remains the same.
  - Take up is 10% (i.e. ten percentage points) higher than base-case take up. Profile of take-up remains the same.
  - 10% increase in all Capex costs
  - 10% increase in all Opex costs
  - All implementation targets are achieved 6 months later than planned, and take-up is also delayed 6 months, however costs (except those directly attached to take-up) remain as originally forecast.

#### **3.4.4 Financial Memoranda**

**3.4.4.1** In addition to the completion of the Bid Project Model, the Bidder **must** provide Financial Memoranda and supporting information to support and explain aspects of their proposal. The minimum Financial Memoranda and supporting information are set out below:

- During periods of negative cashflow, bidders must provide evidence of suitable financial arrangements that are in place.
- Results of the sensitivity analysis as detailed above, including cost behaviours and outputs from each sensitivity, specifically providing a description of those circumstances in which the unit costs identified in the Network build, PMO and In life cost books will change from those presented in the Bid Project Model
- Explanation of customer take-up and churn assumptions specific to this Tender



- Any other Bidder assumptions and constraints that are critical to the completion of the Deployed Services and that underpin the Project Model.
- Confirmation of all relevant financial assumptions that Bidders have made in their solution.
- Confirmation of any cost and revenue deflation or inflation assumptions used in the Project Model.
- A calculation of the leverage at term (see Output tab of Project Model) – which must be calculated in accordance with the Evaluation Strategy.
- Copies of current insurance cover held with a reputable insurer, demonstrating coverage in accordance with the Contract and/or the intended insurances to be established on Contract signature to enable such compliance.
- Bidders must also provide a comparison of the cumulative capital expenditure expected to be required against the cumulative public subsidy paid, in accordance with the proposed Milestone payments, to confirm that capital expenditure always exceeds public subsidy and the ratio of public subsidy to the Bidders own funding is maintained throughout deployment period.
- Bidders must justify the discount rate specified on the General Assumptions tab of the Project Model (with reference to the Bidder’s company weighted average cost of capital and any project-specific adjustment).
- An explanation of why the Bidder considers all of its public subsidy requirement is permissible as capital expenditure under local authority capital rules as defined by the Local Authority CIPFA Code of Practice and Generally Accepted Accounting Principles.
- Where the Bidder intends to utilise subcontractors as part of its supply chain during deployment, the bidder must provide assurance in its Bidder response that it operates robust standard procurement processes (including processes to ensure achieving good value for money and that those contracted in resources have suitable skills and capabilities).

### 3.5 Public Subsidy Funding Categorisation

- 3.5.1 Bidders **must** indicate on tab 11. “Network build cashflows” of their Bid Project Model those categories of costs which they believe qualify for public subsidy (marking them as either “Capex non PMO” or “Capex PMO” as appropriate).
- 3.5.2 For sources of public subsidy as detailed in Part 2 of this ITT, this funding will only be available for qualifying capital expenditure on broadband infrastructure. For claims, audit and reporting purposes therefore, Bidder qualifying expenditure from this source of public subsidy is limited to that which (i) can be reasonably allocated or apportioned to the Contract; (ii) is incremental to the supplier’s cost base that would otherwise have been incurred; (iii) is incurred in accordance with this Contract; (iii) is directly attributable to bringing the wholesale access infrastructure to the location and working condition necessary for its intended use but excluding those costs directly attributable to connecting end user premises to the network; and (iv) is capable of being capitalised under Generally Accepted Accountancy Principles.

### **3.6 Requirements for Solution Component Template**

- 3.6.1 Bidders must follow the general requirements for Solution Component Templates as set out below:
- The model must not include any Bidder protected or hidden areas
  - Bidders' must use Microsoft Excel 2010 or fully compatible versions
- 3.6.2 A Solution Component Template must be submitted for any Solution Components or sub-components.
- 3.6.3 All responses must be completed in the Solution Component Template.
- 3.6.4 The details submitted on a Solution Component Template must then be used as Network components throughout the Bid Project Model.

### **3.7 Requirements for Wholesale Product Template**



- 3.7.1 Bidders must follow the general requirements for Wholesale Product Templates as set out below:
- The model must not include any Bidder protected or hidden areas
  - Bidders' must use Microsoft Excel 2010 or fully compatible versions
- 3.7.2 All responses should be completed as per the instructions provided in the Wholesale Product Template
- 3.7.3 Information provided in the Wholesale Product Template should be used to populate the Wholesale Product Price Book in the Bid Project Model.

### **3.8 Requirements for Project Management Tabs (Tabs 5, 9 and 10 of the Bid Project Model)**

- 3.8.1 Bidders must complete the Project Management Tabs with sufficient detail to allow the Authority to confirm that they are acceptable resources to deploy and capable of capitalisation under local authority CIPFA rules.
- 3.8.2 Bidders must ensure that the Project Management Tabs are fully completed and include detailed information that as a minimum shows:
- An overview of proposed governance and project management structure.
  - FTE days worked per quarter in the evaluation period for all PMO resources - consistent with the overview above.
  - Annual salaries and associated daily capitalised labour rate for each resource identified, including calculation of that rate.
  - Where resources are contracted as opposed to employed then a daily rate should be provided in lieu of annual salary. If resources are contracted in, evidence will be required to assure the Authority of a robust procurement process and suitable skills assurance.

- A reconciliation from the Project Management Tabs back to the Cost Book tabs within the Project Model.

# Appendix 1: Project Model

Project Model
 <p>PFM OJEU Template generic V6.0.xlsx</p>
<p><i>A worked example is included for information in the file below:</i></p>  <p>PFM OJEU Template generic V6.0 no dat:</p>

## Appendix 2: Statement of Assurance

### Statement of Assurance

The Bidder must sign and return to the Local Body as part of its bid the following Statement of Assurance:

*It is hereby confirmed that:*

- 1) *The processes and core data used to assemble the costs shown in the Cost Book for the Project Model are consistent with the solution costs offered by the Supplier in any similar local authority contracts (e.g. ERDF, Local Authority and/or DCMS funded) of the Supplier. The explanations of variances, if any, have been provided and are accurate and consistent;*
- 2) *The costs shown in the Cost Book for the Project Model are calculated on a consistent basis to those costs offered by the Supplier when investing in non-"white" areas (as defined under State aid regulations). The explanations of variances, if any, have been provided and are accurate and consistent;*
- 3) *The Project Model has been prepared in accordance with the expenditure categories prescribed in Schedule 5.1, Appendices 2 – 6.*

**For and on behalf of:** .....

**Signed:** .....

**Position held:** .....

**(Duly authorised and qualified financial representative of the Bidder)**

## Bidder Scoring Summary

**NB. These scores are subject to an additional de**

Evaluation matrix section 1.7.1 NGA Scoring

Maximum 10 points corresponds to 100%

Bidder's maximum raw evaluation matrix section 1.7.1 NGA and

<b>Maximum Possible Points Score</b>	<b>26,933</b>
<b>Maximum Points Score for Maximum Criteria Score</b>	<b>26,933</b>
<b>Bidder Points Score</b>	<b>-</b>
<b>Bidder's Overall Points Score %</b>	<b>0.00%</b>
<b>Maximum Criteria Score</b>	<b>10</b>
<b>Bid Score</b>	<b>-</b>

**duction for the quality of response, as described in the Evaluation Strategy**

of maximum NGA and Ultrafast points score, i.e. 26,933

↓ Ultrafast score -





## Bidder Scoring Summary

**NB. These scores are subject to an additional de**

Evaluation matrix section 1.7.1 NGA Scoring

Maximum 10 points corresponds to 100%

Bidder's maximum raw evaluation matrix section 1.7.1 NGA and

<b>Maximum Possible Points Score</b>	<b>5,980</b>
<b>Maximum Points Score for Maximum Criteria Score</b>	<b>5,980</b>
<b>Bidder Points Score</b>	<b>-</b>
<b>Bidder's Overall Points Score %</b>	<b>0.00%</b>
<b>Maximum Criteria Score</b>	<b>10</b>
<b>Bid Score</b>	<b>-</b>

**duction for the quality of response, as described in the Evaluation Strategy**

of maximum NGA and Ultrafast points score, i.e.	5,980
Ultrafast score	-

