

CITY OF  
WOLVERHAMPTON  
C O U N C I L

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Invitation to tender for  
Provision of Public Sector Fibre Network  
for  
the City of Wolverhampton Council

THE TENDER PACK

The Invitation to Tender		This document, which includes an overview of requirements, process, evaluation strategy & criteria and scoring methodology & weighting
The Contract Conditions		The contract conditions and associated Schedules

## **1 Background**

- 1.1 The Wolverhampton City Council is investing heavily in its Digital Transformation Programme (DTP) to transform the way its services are delivered with the vision of becoming the most digitally advanced council in the country. Our DTP utilises innovative and cutting-edge technology to enable culture change at the Council and dramatically improve the way we deliver services to the public. These new ways of working make us more efficient and cost less than traditionally.
- 1.2 However, this transformation cannot happen without having the digital infrastructure to support it. The City of Wolverhampton Council currently runs its IT services over a Wide Area Network (WAN) leasing lines from various providers, however many of these rented lines are close to capacity and does not allow bandwidth to be easily flexed up to meet expected future demands. The Council aspires to future proof these connections and improve the value and flexibility through procurement of infrastructure across the city. This infrastructure will consist of dark fibre cables connecting public sector locations across the city that can be made available to the Council and delivery partners as a service, when and where required.
- 1.3 Other public sector bodies have expressed an interest in accessing this infrastructure, identified within the OJEU notice.

## **2 Purpose of this document**

- 2.1 Wolverhampton City Council wishes to procure the services as described in the documents
- 2.2 The Council has chosen to utilize Regulation 27 of the Public Contracts Regulations 2015 (SI 2015/102) ("the 2015 Regulations") namely Open procedure.

## **3 Overview of the requirement**

- 3.1 The Council is seeking a full fibre network to provide WAN services to its Public Buildings.
- 3.2 The Council wishes to take a proactive approach to technology infrastructure by sourcing high capacity and future proof connectivity to all its sites and assets for a long term (typically 20 years) to reduce limitations on future upgrades in capacity to its entire estate.
- 3.3 The Council is seeking a sole service provider to provide services. The services will take the form of an initial Order and then the facility to call off further optional sites later. These services include design, installation, support and maintenance of dark fibre connectivity circuits to the Councils sites on a long-term basis of at least 20 years.

## **4 Subsequent Call Off**

- 4.1 Optional infrastructure across the city are currently connected under several connectivity contracts. These contracts are expected to come to an end within the next 5 years. These are therefore included as optional sites subject to potential later Call Off.

## **5 Contractual Arrangements**

- 5.1 The Contract is provided within these procurement documents.
- 5.2 If Tenderers have any queries regarding the Contract Conditions or if such they render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification and the Council will consider whether any amendment to the Contract conditions as required. Where the amendment is acceptable subject to implications of material change the Council shall publish a clarification to all Tenderers.

## **6 Contract Term**

- 6.1 The term of the contract will be a period of twenty (20) years

## **7 Tender Conditions**

- 7.1 In submitting a response the Tenderers agree to be bound by the terms of the tender documentation, Specification and their attachments and its obligations contained therein.
- 7.2 Evasive, unclear, hedged or qualified Tenders, at the Councils discretion, may be taken as a rejection by the Tenderer of the terms set out in this ITT and may cause the Tenderer's Tender to be rejected as non-compliant.
- 7.3 Tenderers are responsible for ensuring that all information supplied is accurate and current and in accordance with the requirements of this ITT, to ensure the Council has the correct information to make the evaluation;
- 7.4 In submitting its responses, the Tenderer warrants, represents and undertakes to the Council that it has full power and authority to respond to the Tender Pack and to perform the obligations in relation to the contract and will, if requested produce evidence of such to the Councils' reasonable satisfaction.

- 7.5 All tenders must be submitted and based on the requirements detailed in these tender documents.
- 7.6 All Prices submitted must be in Pounds Sterling and exclude Value Added Tax.
- 7.7 The Council reserve the right to retain all proposals from bidders.
- 7.8 It is an express condition of this ITT that Tenderers must unequivocally accept the ITT/Contract Terms and Conditions. Returning a completed Bid confirms your acceptance of this condition.
- 7.9 The tenders shall remain open to acceptance for a period of 180 days from the closing date for the receipt of tender submissions.
- 7.10 The Council will not be liable for any costs associated with the preparation of any bid by the tenderer.

## **8 Confidentiality & Copyright**

- 8.1 Tenderers are to note that this tender and any other documents subsequently issued by the Council as part of this procurement process are to be considered as Confidential Information and as such are to be dealt with by the Tenderer in a way it deals with its own Confidential Information. For avoidance of doubt, no publicity regarding this process or publication of any documents associated with this procurement will be permitted unless or until the Council has given its express written consent.
- 8.2 Tenderers should note that the Council is subject to the Freedom of Information Act 2000. the Council may therefore be required to disclose any information you provide to the Council under the Freedom of Information Act 2000 unless the Council can establish that it is both commercially sensitive and that the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.
- In any case, the Council reserve the right to make publicly available any information submitted by any Tenderers in response to this ITT, except where:

- it refers to individual customers or members of staff; or
- it is genuinely commercially confidential and clearly marked as such.

- 8.3 During the tender period, the Council will not disclose to any person (apart from their professional advisers) genuinely commercially sensitive or confidential information communicated as such to them by any tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.
- 8.4 Tenderers are required to keep confidential to themselves and their professional advisers all information provided to them. If in doubt as to whether information is confidential (or whether it may be disclosed), Tenderers should seek clarification from the Council.
- 8.5 Copyright in this ITT and any documentation issued with it belongs to the Council. Tenderers should either return this ITT and supporting documentation after the procurement (if the Council so directs) or destroy it.

## **9 TUPE**

- 9.1 The Council does not believe TUPE applies, however Tenderers should satisfy themselves of any requirements against the proposed scope of this Contract.

## **10 Tender process and evaluation**

- 10.1 Tender Responses will be evaluated in accordance with the award criteria and scoring mechanism detailed in this document.

## **11 Tenderers creating response & Clarification questions**

- 11.1 The Council's will publish in an anonymised format, all queries submitted and the Council's responses to such queries for the benefit of all Tenderers.
- 11.2 Any questions deemed to be commercially confidential should be clearly marked and the Council will decide in its absolute discretion whether the question submitted and the Council's response to the question are commercially confidential or whether they should be made available to all Tenderers. In such circumstances the Tenderer will be notified and given the option to withdraw the query within 2 days.

## **12 Compliance and evaluation**

- 12.1 All tenderers will be treated equally, and tender responses will be assessed objectively with transparency

throughout the evaluation process.

- 12.2 The Council will carry out an initial examination of the Tender Responses it receives to ensure compliance and completeness.
- 12.3 In particular, the tenders will first be reviewed to ensure that:
- The Tender has been submitted in accordance with the Council's requirements/ instructions which have been notified to Tenderers; and
  - The Tender is sufficiently complete to enable the Tender to be evaluated in accordance with the evaluation methodology.
- 12.4 Clarification may be sought from Tenderers to determine if a Tender is complete and compliant.
- 12.5 Tenders that are non-compliant with the requirements of this ITT may be rejected at this stage without further evaluation.
- 12.6 All Tenders which pass the compliance check will be subject to full assessment and evaluation.
- 12.7 The Council will evaluate each tender against the award criteria. The award criteria are made up of two sections:
- The Technical Section, which evaluates how suppliers propose to deliver the service; and
  - The Commercial Section, which evaluates the price
- 12.8 The Council may seek clarification from individual Tenderers in order to assist its understanding of a given tender and where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly and in a clear manner. Vague or ambiguous answers are likely to score poorly or render the tender non-compliant. Information submitted by the tenderers via the portal in response to clarification questions will be taken into account when evaluating the tenders.
- 12.9 The successful Tender Response will be that which is found to be the most economically advantageous tender, having achieved the highest score following evaluation and scoring in accordance with the award criteria and scoring methodology in this document.
- 12.10 All information conveyed within a Tenderer's tender response 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 Tenderer's tender response 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 Council reserves any right of termination and other remedies which may arise.

### **13 Post award requirements**

- 13.1 At the point of contract award, the successful Tenderer will be required to provide copies of the documents relevant to the SSQ (Insurance Certificates) and the supporting documents to the Health and Safety Questionnaire.

### **14 Validity Period**

- 14.1 All Tenderers responses shall remain valid for 180 days.
- 14.2 If the Tenderer becomes aware of any circumstance that would have an impact on its response it shall immediately inform the Council in writing.

### **15 Evaluation**

- 15.1 The Evaluation Methodology is designed to select the most economically advantageous tender to the Council in terms of the qualification, technical and commercial criteria described below. Tenderers will receive a score out of 100% split of 60% for technical and 40% for commercial.
- 15.2 This process involves the attribution of real 'value' to the qualitative elements of each Tenderer's submission, to ensure that a contract is awarded to the Tenderer who achieves the highest total score when summing across all of the objective assessment areas, and not just the lowest price.
- 15.3 The Evaluation Methodology will be used to evaluate the Tenders submitted by Tenderers in response to this ITT and the Evaluation Methodology is designed to provide a structured and auditable approach to evaluating the Tenders submitted by Tenderers.

### **16 Technical Evaluation**

- 16.1 The Technical questions, weighing and scoring are found in Annex 1

- 16.2 The technical response has a weighting of 60% and is split into several sub-criteria
- 16.3 Each of these sub-criteria has a number of questions associated to it which are weighted.
- 16.4 Within a sub-criterion each question also has a weighting.
- 16.5 The total score for each of the questions for each Tender will have the appropriate weighting applied to it to produce the final weighted score for the technical criteria. If in applying the weighting a calculation produces a score which is not a whole number, a score will be rounded up to 2 decimal places.

## 17 Commercial Evaluation

- 17.1 The commercial response will account for a total of 40% of the total score available and will be evaluated as follows:

Total sum of Core sites Installation and 20 x the annual rental cost  
Plus  
Total sum of the Optional sites x 20 years annual rental cost  
Total Tender sum.

The following formula will then be applied to the tender sum:

$$\frac{\text{Lowest Tender Sum}}{\text{Your Price}} \times \text{Price Weighting (40)} = \text{Commercial Score}$$

## 18 Timetable

- 18.1 An indicative timetable for the procurement is set out below:

Event	Date
Tender Published	5 <sup>th</sup> July 2019
Closing date for clarifications	31 <sup>st</sup> August 2019
Return of Tender Responses	10 <sup>th</sup> September Midday
Evaluation of Tender Responses and clarifications	Tender return plus 2 weeks
Standstill Period concludes	Final tender return plus 4 weeks
Contract Award	Final tender return plus 4 weeks

- 18.2 All dates in the above timetable are provisional only and the Council may vary the outline timetable or terminate or alter the tender process in any way at its sole discretion.
- 18.3 The Tenderer is to confirm that it has all the internal resources required to comply with the above timetable.

The below sets out the tender response required and its associated weighting:

		Weighting
<b>1.</b>	<b>Overall Proposal</b>	
1.1	Describe your technical approach to designing and delivering the Dark Fibre connectivity requirements to sites in scope in accordance with the Specification. Specifically, detail: <ul style="list-style-type: none"> <li>An overall description, supported by relevant schematics, of the Fibre and Duct Network design that clearly demonstrates how the required fibre connectivity will be provided;</li> <li>The number, nature and location of its chosen Points-of-Presence (PoPs) to be used to serve the sites in scope;</li> <li>Your approach to connecting to one or more of the WAN PoPs to allow the Council to connect sites to the WAN;</li> <li>Your approach to providing resilient connectivity to sites;</li> <li>Your approach to designing the routes and fibre access points along the network to allow further efficient extension of the network to serve additional sites in future;</li> <li>Your approach to dimensioning the fibre capacity to support such future extension of the network;</li> <li>Any reuse of infrastructure or services from the market as part of the delivery of the requirements;</li> <li>The type and specification of optical fibre to be put at the disposal of the Council</li> <li>Details of the rollout techniques you will use for the project and how they would intend to ensure sign off by the Highways department.</li> </ul>	20%
1.2	Confirm that your infrastructure is open to the Council to add or change Service Providers throughout the life of the Contract, for example to active services over circuits that are not in scope of the Council WAN. As part of your response, describe how your corporate strategy, policies and service/product offering support this open access approach and encourage interconnectivity with Service Providers. Clarify what services will be available from your own portfolio, or from partner ISPs'.	4%
1.3	The Council wishes to ensure the underlying infrastructure procured through this long-term investment are future proof and recognises that increased capacity may be required in the future including at the access layer. Detail any limitation in capacity of the infrastructure proposed (including fibre capacity and bandwidths supported).	3%
1.4	Describe your approach to agreeing wayleaves and site access and your methodology in deploying infrastructure internally and externally to the Council in accordance with the Specification.	3%
1.5	Detail how you will offer the optional services of connection off area sites as part of this contract and the technology you would use to provide these services	5%
1.6	Confirm and detail your approach to adhering to all relevant standards and best practice guidance for every element involved in the delivery of the requirements with a view to ensuring the quality of the infrastructure and services.	Pass/fail
1.7	Detail your approach to ensuring the health and safety of its employees, subcontractors and of the general public throughout the implementation of the project.	Pass/fail
1.8	Describe your process for Road and Pavement Works to minimise disruption to the General Public.	4%
<b>2</b>	<b>Testing</b>	
2.1	Detail your overall testing strategy. This shall include as a minimum: <ul style="list-style-type: none"> <li>A description of the approach to testing leading to successful assurance by the Council;</li> <li>A test plan describing the elements to be tested, timing of the tests, and resources;</li> <li>The approach to rectifying any non-compliance (at no cost to the Council).</li> </ul>	6%
2.2	Provide details of the testing procedures to form part of the Acceptance Testing. This shall detail the nature of the tests and the success criteria for all elements tested.	2%
2.3	Detail the documentation you will make available to the Council on completion of all tests including any certificate of compliance and other test	2%
<b>3</b>	<b>Programme</b>	
3.1	Describe the overall approach to the planning of the installation and scheduling of the work. Include (as applicable) liaison with the Council and land/premise owners, any proposed site visits, installation pre-requisites, testing and commissioning of the hardware and installation and any other relevant information.	4%
3.2	Provide a detailed Project Implementation and Migration Plan in accordance with the Specification describing all activities required (with associated timescales and key progress milestones) leading up to installation, during installation, and post installation, including testing	4%

	and commissioning, and clearly identify all implementation phases. Proposals that deliver earlier will score higher.	
3.3	Provide a list of key dependencies, risks and constraints associated with the implementation and migration, including any obligations on the Council and any other parties, and a contingency proposal should there be a delay in implementing any aspect of the project.	2%
3.4	Provide a detailed Project Methodology statement and processes that will be used to monitor progress and performance of the Contract. Specify the project documentation (i.e. Reports) to be provided to the Council.	4%
3.6	Provide a description of how you intend to resource this project. Identify if these resources are already available 'in-house', or how you intend to meet the requirement including the use of any sub-contractors. Where sub-contractors are to be used, clarify your approach to monitoring and validating the quality of their work.	4%
3.7	Specify key project roles and named personnel who will be the primary contacts for the Council and any nominated advisors. Provide full profiles for the named personnel, including skills, accreditations and experience of projects of a similar nature to the requirement of this tender.	2%
<b>4</b>	<b>Support and Maintenance</b>	
4.1	Provide details of the level of support that will be provided and how the support services will be delivered. The response shall include, but not limited to: <ul style="list-style-type: none"> <li>• Level of support that will be provided, in accordance with the Specification. Should the proposed support levels not match the Councils requirements, then full reasoning for this should be provided, including any inter-dependencies and key variables that are outside the Suppliers' Control;</li> <li>• Details of the processes in place to collect the information required by the Supplier to support the service credit regime;</li> <li>• Full details of the fault management process, including details of functions, systems and processes in place for logging, tracking, managing and resolving reported infrastructure faults, including updating the client on fault status and notification of resolution;</li> <li>• Details of service desk facilities and level of support provided during the support hours stated in the Specification, including any support available outside these hours. The response should clearly demonstrate how the service desk interacts with Council and engineers to ensure the effective resolution of faults and queries.</li> </ul>	15%
4.2	Detail your approach to the provision of pro-active as well as reactive maintenance services of the Solution.	4%
4.3	Provide evidence of accreditations and partner status with manufacturers to confirm that the you are an approved supplier/maintainer of the products installed in this project. State your ability to access the manufacturer's support and technical assistance resources. Describe how this process is integrated with the support service to be provided.	2%
<b>5</b>	<b>Social Value Considerations</b>	
5.2	Describe your approach to maximising the benefits to the wider stakeholder community, including public sector, residents and businesses, of the services delivered as part of this Contract.	3%
5.3	Provide details of the element of how you intend to engage the local economy.	4%
5.4	Provide details of how you will engage with the local labour force to aid the Councils objectives of getting unemployed into permanent employment	3%
	<b>Total</b>	<b>100%</b>



## Annex 2 Scoring Matrix

Scoring Matrix Table		
Score	Classification	Definition
0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.
1	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Tenderer will be able to provide the services and/or considerable reservations as to the Tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for the Council.
2	Partially acceptable response (one or more areas of major weakness)	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Tenderer will be able to provide the services and/or some reservations as to the Tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high-risk solution for the Council.
3	Satisfactory and acceptable response (substantial compliance with no major concerns)	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to the Council.
4	Fully satisfactory /very good response (fully compliant with requirements).	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/No risk solution for the Council
5	Outstanding response (fully compliant, with some areas exceeding Requirements)	Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Council; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. Low/No risk solution for the Council.