



# APPENDIX 2 – REQUEST FOR INFORMATION (RFI) PIN PROCESS

## APPROACHES TO ACCELERATING AFFORDABLE GIGABIT FIBRE

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### Strategic Procurement

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**Version:** v1.00

**Date:** 24/03/2022

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## Section 1 – Introduction

<b>1.1. Description of Supply Requirement:</b>	
Deployment of affordable Gigabit fibre to every home, business and organisation across the BCP Council area.	
<b>1.2. Specification:</b>	
Our requirement is attached as a separate document. Please see the document ‘Appendix 1 - Request for Information – Technical Requirement’	
<b>1.3. Attachments:</b>	
The below is a list of all of the attachments that have been provided as part of the Request For Information as separate documents. Participants must ensure that they have reviewed all attachments:	
<ul style="list-style-type: none"><li>• Appendix 1 – Request for Information – Technical Requirement</li><li>• Appendix 2 - Request for Information - PIN Process</li></ul>	
<b>1.4. Procurement Procedure</b>	
The inputs that we receive from this RFI will help us to shape our requirement before going to market with a formal competition.	
<b>1.5. Timetable</b>	
The timetable for the RFI exercise is set out below. This is intended as a guide and whilst the Council reserves the right to amend the timetable or extend any time period as it sees fit. Any amendments made by the Council in respect of key dates will be communicated via ProContract.	
<b>Timetable Item</b>	<b>Date</b>
Dispatch of the Find a Tender Service (FTS) Prior Information Notice by the Council	24/03/2022
RFI Documents made available through ProContract	24/03/2022
Last Date for Raising a Clarification Question	15/04/2022
Deadline for Submission	29/04/2022 By 14:00 (2PM)

## Section 2 – Instructions

### Glossary

“**Council**” means Bournemouth Christchurch and Poole Council or its duly authorised officers

“**Goods and/or Services and/or Works**” means the requirements of the Council as summarised in Section 1 - Introduction

“**RFI**” means this Request for Information issued by the Council

“**PIN**” means Prior Information Notice within the context of Regulation 48 of the Public Contracts Regulations 2015

“**ProContract**” means the site managed by the Council by which the Suppliers may access and submit documents ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk))

### 2.1. Introduction

- 2.1.1. The purpose of this RFI is to describe the process and to provide further information about the requirements of the Council.
- 2.1.2. All documents will be prepared in the English language. The process will be subject to English law and the exclusive jurisdiction of the courts of England and Wales.
- 2.1.3. This RFI aims to:
  - provide information to Suppliers on the requirement and future opportunities potentially available;
  - enable the Council to better define its future requirement.
- 2.1.4. This RFI document has been prepared by the Council and is for use by Suppliers, their professional advisers and for no other purpose.
- 2.1.5. The Council may request participants to clarify aspects of their responses where the Council considers it appropriate to do so.
- 2.1.6. The Council reserves the right to vary the procedure as described or implied in the documents including in the Find a Tender Service (FTS) Notice.

### 2.2. Communications/Contact

- 2.2.1. The documents issued by the Council as part of this process are made available electronically via the Council’s web-based electronic supplier and contract management system, ProContract and can be found at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)
- 2.2.2. Suppliers must not approach any member of the Council in relation to the requirement, other than by using the messaging facility on ProContract.
- 2.2.3. Any technical questions relating to the use of ProContract should be addressed (preferably by email) to [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) or telephone helpline 0330 005 0352. This is only the technical support line and any RFI queries should be directed through ProContract.
- 2.2.4. Suppliers participate entirely at their own risk and expense and will be solely responsible for and bear all of their own costs and liabilities which may be incurred in

the preparation and submission of their responses. Under no circumstances will the Council or any of its advisors be liable for costs of expenses borne by the Supplier or any of its supply chain members or advisors in this process.

### **2.3. Downloading Request for Information Documents**

- 2.3.1. The RFI documents must be downloaded electronically via ProContract.
- 2.3.2. Suppliers should note that the ProContract system requires that Suppliers use a compatible web browsing software. It is the Suppliers responsibility to ensure that they are using a compatible web browsing software.

### **2.4. Enquiries and Clarifications**

- 2.4.1. Any queries arising from the documents should be raised as soon as possible in writing via ProContract and, in any event, by no later than 23:59 the date stated as the deadline for clarifications (referred to in the timetable).
- 2.4.2. If a Supplier is in any doubt as to the interpretation of any part of this document, or if a Supplier wishes to request additional information or raise any query, they must raise a question within ProContract to the Project Team who will answer the query prior to the submission of Responses. The latest date you can raise your query is indicated in the timetable at the start of this document.
- 2.4.3. In compliance with procurement law principles on equal and fair treatment of Suppliers, any information that the Council dispenses in response to requests for clarification will be distributed to all of the Suppliers as opposed to solely the Supplier that requested the information.
- 2.4.4. Relevant questions together with the answers will be posted on ProContract and automatic e-mails will be sent to Suppliers informing them that a new message or update has been posted and that they should visit the website to view it as well as the notification area within the system. If a Supplier has unsubscribed to the emails then the notification will only appear in the general notifications area within the system.
- 2.4.5. When Suppliers first access the documents they should satisfy themselves that they have seen any clarifications posted. It is in the Supplier's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response. Suppliers registering after clarifications have been posted will not receive notification messages of preceding updates to the documents.
- 2.4.6. The Council cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.
- 2.4.7. The Council may undertake any necessary post-Response clarification questions with Suppliers following submission of Responses.

### **2.5. Communication with Suppliers**

- 2.5.1. As noted above, the Council has adopted a web-based electronic supplier and contract management system to manage all Response processes. Save as expressly provided otherwise in this document, all contact with the Council shall be made through ProContract. There should be no communications outside of the ProContract system.

- 2.5.2. Suppliers are welcome to contact the Council via ProContract 'Messaging' with reasonable frequency to discuss any aspect. Suppliers should not make any contact with any employee, member or advisors to the Council, without the Council's prior written invitation or agreement.
- 2.5.3. All questions and requests for clarification or further information may only be made, and will only be considered, if made by the date and time stipulated within the table at clause 1.5 of this document. If a question or request for clarification or further information is made by the Supplier after the date and time identified within this document, and prior to the submission date for a Response, the Council may, in its absolute discretion, respond to the Supplier and provide any additional information to which the Council has access.
- 2.5.4. The Council shall not be obliged to comply with any such request and the Council does not accept any liability or responsibility for failure to provide any such information.
- 2.5.5. The Council also reserves the right to disseminate information that is materially relevant to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect any Supplier's commercial confidence in its Response. Should Suppliers 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 Supplier a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Suppliers" within any message issued or on the front page of any document and by marking each relevant page of the document as "commercially confidential", and the Supplier must set out the reason(s) for the request for non-disclosure to other Suppliers.
- 2.5.6. If the Council considers that it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Supplier who has submitted it.
- 2.5.7. It is imperative that Suppliers are clear in every request for information/question submitted to the Council the extent to which that request/question is commercially sensitive and/or confidential. Any statement requesting that the response to the request/question is to be kept confidential should be well constructed, thought out and meaningful and not simply a broad statement that covers matters clearly in the public domain or not commercially sensitive.
- 2.5.8. Where a request for information or question is commercially sensitive or confidential but the point is of general application, a sanitised version of the question and answer may be circulated.
- 2.5.9. Any questions and requests for clarification or further information must be submitted to the Council in accordance with this document by the date and time identified in the table at the start of this document.
- 2.5.10. Information will be added to ProContract throughout the process as necessary. Suppliers will be informed through notifications from the ProContract system whenever new or updated documents are added to the system.
- 2.5.11. It is the Supplier's responsibility to keep its contact details on ProContract up to date or they will be unable to receive communications from the Council.

## 2.6. **Submission of responses**

2.6.1. Responses shall be submitted in accordance with Section 4 of this document.

## **Section 3 - Conditions**

### **3.1. Confidentiality**

- 3.1.1. The Council may disclose detailed information relating to the responses to the Council's members, directors, officers, employees, agents, advisers or auditors and the Council may make the documents relating to the responses available for private inspection by such persons.
- 3.1.2. The Council will act reasonably as regards the protection of commercially sensitive information relating to the response, subject to the Council's duties under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The Council may also disclose information to its officers, employees, agents or partners.

### **3.2. Freedom of Information Act 2000 (FoIA) and Environmental Information Regulations 2004 (EIR)**

- 3.2.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FoIA") and/or the Environmental Information Regulations 2004 (the "EIR"), the Council may be required to disclose information submitted by a Supplier in response to a request made pursuant to the FoIA or EIR.
- 3.2.2. If a Supplier considers that any of the information included in its response is commercially sensitive and/or confidential, the Supplier should clearly identify it by highlighting specific text, figures and diagrams etc., and detail:
  - 3.2.2.1. (in broad terms) what harm may result from disclosure if a request is received; and
  - 3.2.2.2. the time period applicable to that commercial sensitivity.
- 3.2.3. The use of blanket protective markings such as 'commercial in confidence' will not be acceptable. In addition, marking any material as confidential or equivalent should not be taken to mean that the Council accepts any duty of confidentiality by virtue of such marking.
- 3.2.4. Please note that even where Supplier have indicated that information is commercially sensitive and/or confidential the Council may be required to disclose it under the FoIA and/or EIR if a relevant request for information is received.
- 3.2.5. The Council considers the Code of Practice issued under section 45 of the FoIA and the Code of Practice issued Under Regulation 16 of the EIR when dealing with requests for information. Where it is deemed appropriate, the Council may ask Supplier for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FoIA and/or the EIR, the Council must comply with a strict timetable and the Council would, therefore, expect a timely response to any consultation within two working days.
- 3.2.6. The decision as to which, and to what extent, information will be disclosed is reserved to the Council, notwithstanding any reasonable consultation with Suppliers.
- 3.2.7. By submitting a response the Supplier agrees to this information being securely held by the Council.



### **3.3. Public Rights of Audit**

- 3.3.1. The Local Audit and Accountability Act 2014 abolished the Audit Commission and the Accounts and Audit Regulations 2015 established new arrangements for the audit and accountability of local public bodies in England. Section 3 of the 2014 Act requires a relevant authority to keep adequate accounting records and to prepare a statement of accounts. Section 25 requires a relevant authority to make various documents available for inspection to local electors.
- 3.3.2. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 2018 or General Data Protection Regulations and any information likely to prejudice commercial interests or other material which falls within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

### **3.4. Accuracy of Information**

- 3.4.1. This document has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified and the Council does not make any representation or warranty as to the accuracy or completeness of the documents, or the reasonableness of the assumptions on which it may be based. Nothing in the documents is, or should be construed as, a promise or representation as to the future.
- 3.4.2. None of the Council's members, directors, officers, employees, agents or advisers make any representation or warranty (express or implied) as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Supplier on the documents or any part of it).

### **3.5. Conflicts**

- 3.5.1. The Council is concerned to effectively prevent, identify, and remedy any conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all competitors throughout the process.
- 3.5.2. Suppliers are therefore advised to review carefully the prior or current involvement of the Supplier with the Council (including any staff member or service provider of the Council involved in the conduct of this procurement procedure) and to contact the Council in accordance with the timetable prior to submission of a Response to declare actual or potential conflicts they have identified.

### **3.6. Canvassing**

- 3.6.1. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Supplier or a member of the Supplier's Team may attract) any Supplier or member of the Supplier's team who, in connection with this document:
  - 3.6.1.1. offers, gives or agrees to give to any person any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with these documents;
  - 3.6.1.2. does anything which would constitute a breach of the Bribery Act 2010;

- 3.6.1.3. canvasses any member or officer of the Council or any person acting as an adviser for the Council in connection with these documents.

### **3.7. Intellectual Property**

- 3.7.1. The copyright in these documents is vested in the Council. These documents may not be reproduced, copied or stored in any medium without the prior written consent of the Council except in relation to the preparation of a Response. All documentation supplied by the Council in relation to these documents is and shall remain the property of the Council.

### **3.8. Publicity**

- 3.8.1. Suppliers shall not undertake (or permit to be undertaken) at any time any publicity activity with any section of the media in relation to the requirement other than with the express prior written agreement of Council. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.
- 3.8.2. All media enquiries are to be directed to the Council and Suppliers shall not make any press statement or speak to any member of the print or broadcast media in connection with their Response or the requirement without first obtaining the Council's written consent.

### **3.9. Liability of the Council and its advisers**

- 3.9.1. In the documents, "the Council" includes all or any of the Council and its members, officers and advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 3.9.2. The documents have been prepared by and on behalf of the Council for the purposes of better understanding commercial, strategic, operational and technological factors relevant to the subject matter.
- 3.9.3. The documents are intended only to provide a background explanation of the requirement. The documents do not purport to have been independently verified. The documents should not be relied on as an investment recommendation of the requirement made by the Council to Suppliers.
- 3.9.4. The Council and its advisers:
  - 3.9.4.1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the documents provided; and
  - 3.9.4.2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the documents and/or arising as a result of reliance on the information in the documents or any subsequent information made available to Suppliers. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 3.9.5. Only the express terms of any written contract relating to the requirement (as and when it is entered into) shall have any contractual effect in connection with this process.

- 3.9.6. The publication of the documents in no way commits the Council to award any contract to deliver the requirement. The Council reserves the right to vary or change all or any part of the procedures for the procurement process at any time or not to proceed with the requirement for any reason.
- 3.9.7. For the purposes of the requirement and the procurement process, all advisers referred to in this document are acting exclusively as the advisers to the Council and will not be responsible or owe any duty of care to anyone other than the Council.

### **3.10. Council's Right to Vary the Process**

3.10.1. The Council reserves the right to:

- 3.10.1.1. cancel the process in whole or in part at any time; and/or
- 3.10.1.2. require a Supplier to clarify or amplify its submission in writing and/or provide additional or updated information at any time during the process; and/ or
- 3.10.1.3. permit a Supplier to correct or amplify its submission in writing; and/or
- 3.10.1.4. vary or change all or any part of the procedures or requirements for this process at any time.

### **3.11. Council Right to Reject or Abandon**

3.11.1. The Council reserves the right to reject or disqualify a Supplier and/or any of its Consortium Members at any time during the procurement process where:

- 3.11.1.1. the Supplier and/or any of its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 at any stage during the process;
- 3.11.1.2. the Supplier and/or any of its Consortium Members are guilty of serious misrepresentation in the process;
- 3.11.1.3. the Supplier and/or its Consortium Members contravenes any of the terms and conditions of these documents;
- 3.11.1.4. the Supplier breaches the terms and conditions of use for ProContract;

### **3.12. RFI Process and Costs**

3.12.1. The Council reserves the right at any time:

- 3.12.1.1. not to consider responses other than those specified and submitted in accordance with the terms of this document; and/or
- 3.12.1.2. to issue amendments or modifications to the documents during the process; and/or
- 3.12.1.3. to seek clarification of any aspect of a response; and/or
- 3.12.1.4. to alter the timetable; and/or
- 3.12.1.5. to cancel or withdraw from the process at any stage.

3.12.2. All Suppliers are solely responsible for their costs and expenses incurred in connection with participating in all stages of the process. Under no circumstances will the Council (or any of its advisers) be liable for any costs or expenses borne by the Supplier (or any of its advisers) in this process.

### 3.13. **Fraud**

3.13.1. Effective anti-fraud and control measures are a key element of good administration to protect public funding. Suppliers are expected to have in place systems and processes that seek to prevent fraud and ensure that it will be detected and reported on promptly if it does occur.

## **Section 4 – Submission Requirements**

### **4.1. Submission Requirements**

- 4.1.1. The Council reserves the right, at its discretion, to request clarifications in writing or in meeting format or any further relevant information from any Supplier after the submission of responses.
- 4.1.2. Each Supplier has access to a dedicated area on ProContract to allow them to upload their response. The submitted data cannot be accessed by any other Supplier.
- 4.1.3. It is the Supplier's sole responsibility to ensure that its response is correctly and properly loaded onto ProContract by the closing date and time stipulated on the system. ProContract records all attempts to upload information and is fully auditable in the event that a Supplier seeks to allege ProContract delays for a late submission (which, for the avoidance of doubt, the Council is not obliged to take into account). Note that you must upload your documents and then submit your documents. Note that if you upload your documents but fail to "Submit" them then the Council will not receive them.

### **4.2. Content of responses**

- 4.2.1. All answers are to be in English. Documents which are not in the English language must be accompanied by an English translation.