

## **Request for Quotation (RfQ)**

### **Framework Agreement and Lot Description:**

Crown Commercial Service RM1089 Traffic Management  
Technology 2 (TMT2)

Lot 12 Traffic Management Professional Services

### **Contract reference:**

TMTii 31

### ***services:***

Connected and Autonomous Vehicle Pilots Implementation  
Partner (CAV-PIP)

### **Contract duration:**

2 years with 2 optional 1 year extensions (2+1+1)

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## General

1. This Request for Quotation (RfQ) applies to the submission of quotations for provision of a Connected and Autonomous Vehicle Pilots Implementation Partner (CAV-PIP) under Lot 12 of the Crown Commercial Service Traffic Management Technology 2 (TMT2) framework.
2. The RfQ seeks to determine the most economically advantageous submission for the *Employer*. This will be a compliant, sustainable and affordable bid with the highest overall score.
3. Submissions must be made in accordance with this RfQ document. Quotation Submissions not complying with this RfQ may be rejected by the *Employer* whose decision in the matter will be final.
4. For enquiries contact the *Employer* via the e-sourcing portal, located at <https://highways.bravosolution.co.uk>. The Procurement Officer for this further competition is Lee Bryant. Contact with the Procurement Officer must be made via the e-sourcing portal only. Except where otherwise directed in this RfQ, Suppliers must not contact any person in relation to this further competition other than the Procurement Officer or, if nominated, their designated deputy.
5. Any queries from Suppliers regarding the RfQ documents must be made via the e-sourcing portal and sent to the Procurement Officer no later than 7 calendar days prior to the deadline for quotations.
6. All Supplier queries will be acknowledged and responded to by the Procurement Officer. If any response requires a change to the RfQ documents then an amendment will be issued by the Procurement Officer via the e-sourcing portal.
7. Amendments are changes to the documents that are made in writing by the Procurement Officer and issued to all Suppliers. Only in exceptional circumstances will amendments be issued after the quotations have been submitted. In such circumstances the Procurement Officer will notify all Suppliers of the required action.
8. Highways England officers and their consultants do not have the authority to make any changes to the RfQ documents except through an amendment issued by the Procurement Officer. If a statement is made at any meeting that a Supplier considers is not in accordance with the RfQ documents then the Supplier must refer the matter to the Procurement Officer as a query.
9. This RfQ and the Quotation Submission must be treated as private and confidential. Suppliers should not disclose the fact that they have been invited to return a Quotation Submission or release details of the RfQ, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the quotation. Suppliers must not release information concerning this RfQ for publication in the press or on radio, television, screen or any other medium.
10. Under the Cabinet Office's Guidance Note dated May 2012 entitled "Transparency – Publication of New Central Government Contracts", or any later revision, the *Employer* is obliged to publish awarded Call Off Agreements, including the information submitted to the *Employer* by the Supplier as part of the further competition, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Employer's* initial view is

that only materials likely to be excluded from publication on this basis are as follows:

- CV's for the people listed in the Call Off Agreement;
- Build ups of the prices but not the prices in the Pricing Schedule.

The Supplier is invited to identify (with reasons) those materials which he wishes to see excluded from publication. The Supplier acknowledges that the final decision as to which materials are excluded rests with the *Employer* its sole discretion. Any request by the Supplier to exclude material is for information only and will not be taken into account in the assessment process, nor will it form part of any Call Off Agreement between the *Employer* and the Supplier.

11. The timetable for this further competition is included at Annex A.

12. The RfQ includes the following documents:

- a) TMTii 31 Request for Quotation (RfQ) (this document);
- b) TMTii 31 Scope;
- c) TMTii 31 Pricing Schedule;
- d) TMTii 31 Call Off Agreement, which includes:
  - Annex A – Form of Agreement;
  - Annex B – Conditions of Contract;
  - Annex C – Contract Data part 1 and part 2;
  - Annex D – Z clauses;
  - Annex E – Scope;
  - Annex F – Pricing Schedule;
  - Annex H – Other Call Off Agreement documents;
  - Annex I – Risk Register;
  - Annex J – Subconsultants Schedule;
  - Annex K – Task Schedule.

Informational annexes, comprising:

- e) TMTii 31 Annex 1 – Collaborative Performance Framework (CPF) example;
- f) TMTii 31 Annex 2 – MCH2610.

### **Quotation Submission**

13. The Quotation Submission will comprise of the Quality Submission and the Financial Submission.

14. The Quality Submission must follow the structure set out in table 2 of Annex B.

15. Any drawings, prints, specifications, data, calculations, and analyses issued to Suppliers in connection with this further competition remain the property of the *Employer*. All such information issued to Suppliers may only be used for the purpose of providing a Quotation Submission. Such information should not be disclosed to persons unconnected with the further competition and should be

returned to the *Employer* upon completion. These provisions apply equally to drawings and other information supplied for the further competition the property rights of which vest in a third party.

16. The Quotation Submissions and supporting documents must be written in English.
17. Quotation Submissions must be submitted in accordance with the RfQ and must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Quotation Submission equivocal. The *Employer's* decision as to whether or not a Quotation Submission complies with this RfQ will be final.
18. Quotation Submissions not received by the *Employer* by 14.07.2017 14:00 GMT may be excluded from further consideration and returned to Suppliers. Quotation Submissions should remain open for acceptance for 120 calendar days from the return date.
19. The Quotation Submission should be returned together with the documents listed below via the *Employer's* e-sourcing portal at <https://highways.bravosolution.co.uk>.
20. Documents are to be in Microsoft Office 2010 format.
21. The following online forms are included at Annex F. Suppliers must indicate their acceptance by completing the relevant fields via the technical envelope on the e-sourcing portal:
  - Anti-Collusion Certificate;
  - Fair Payment Charter;
  - Anti-Bribery Code of Conduct;
  - Anti-Fraud Code of Conduct;
  - Quotation declarations.
22. Suppliers are to include in their Quality Submission, via the technical envelope on the e-sourcing portal:
  - Methodology Statements in response to the quality questions in Annex B (describing the approach proposed to complete the work in the Scope).
23. Suppliers are to include in their Financial Submission, via the commercial envelope on the e-sourcing portal:
  - Pricing Schedule;
  - A draft Call Off Agreement with the following annexes completed:
    - Annex A – Form of Agreement (highlighted sections);
    - Annex C – Contract Data Part Two (highlighted sections);
    - Annex I – Risk Register;
    - Annex J – Subcontractors Schedule.
  - A statement indicating which information the Supplier would like withheld from any transparency publication;

- A statement regarding potential, actual or perceived conflicts of interest that may be relevant to these *services*. The *Employer* requires that any potential, actual or perceived conflicts of interest in respect of the *services* are identified in writing and that Suppliers outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these *services*.
- A statement undertaking responsibility for dealing with insurance claims or parts of such claims within the excess amount.

### **Quality Submission**

24. It is important to note that information contained in the Quality Submission will be referred to in, and become an actionable term, of the Call Off Agreement.
25. The Quality Submission will become the Quality Statement as described in section 2.2 of the Scope.
26. The Quality Submission must not exceed the page limit, which is 60 digital A4 sized pages. Suppliers may use A3 size in lieu of A4, but each A3 sized page will be counted as two A4 pages. Text must be in Arial font and not smaller than 11 point.
27. If the Quality Submission exceeds the page limit than pages beyond the limit will be discounted. If Suppliers consider that the page limit is insufficient to provide the information required by this RfQ then a query should be raised. No guarantee can be given that the page limit will be increased.
28. The page limit and font size relate to the entire Quality Submission including paper covers, title pages and annexes. Text no smaller than 8 point should be used for drawings, diagrams and flow charts. The pages of the Quality Submission must be numbered. Page numbers and other header or footer information may be included in the margin space.
29. NOT USED

### **Financial Submission**

30. The Financial Submission must be completed using the Pricing Schedule issued with this RfQ.
31. The Pricing Schedule provided by Suppliers must be based on the information provided in Schedule 3 of the TMT2 Framework Agreement. Any prices submitted as part of this quotation procedure are to be equal to or lower than those included in the TMT2 Framework Agreement.
32. NOT USED
33. Suppliers must note that each item set out in the Pricing Schedule must be completed and separately priced. Suppliers are not permitted to:
- Price any item or activity within another item or activity in the Pricing Schedule
  - Cross subsidise any item or activity within any other item or activity in the Pricing Schedule;
  - Make any assumptions regarding the use or relevance of any item or activity in the Pricing Schedule;

- Price any items which have been identified in the Pricing Schedule as not requiring to be priced; or
- Duplicate any price in the Pricing Schedule.

34. Suppliers who price on any other basis and/or make such assumptions will be rejected.

35. A Financial Submission that is based on any other basis than that set out in the Contract Data and Pricing Schedule will be rejected.

### **Other Information**

36. NOT USED

37. NOT USED

38. NOT USED

### **Quotation assessment procedure**

39. The *Employer's* assessment of the quotations will be carried out in stages.

40. In the first stage the Procurement Officer will check quotation compliance.

41. In the second stage, the Quality Assessment Panel and Financial Assessment Panel will judge quotations, based wholly on the contents of the quotation which must therefore contain all the information which Suppliers wish to be considered. The Quality and Financial Panel assessors will work independently and will not have access to each other's assessments until after the validation of the Financial Submission.

42. The final stage will involve a sustainability check and confirmation of the availability of *key people* and insurances.

43. Suppliers should note that the *Employer* will investigate a potentially abnormally low quotation as provided for under the Public Contracts Regulations 2015 (as amended) on any aspect of a quotation and at any stage of the process.

44. An equivocal Quotation Submission or a Quotation Submission which does not comply with the RfQ documents, including any amendments, may result in the quotation being rejected.

45. NOT USED

46. Clarification queries are statements requested from Suppliers by the Procurement Officer to remove any ambiguity over the meaning of Quotation Submissions. If necessary to complete their marking, the assessment panels will seek clarifications from the Supplier via the Procurement Officer. This may take the form of a clarification meeting. Clarification queries will be recorded in writing. If a response to a clarification query provides information not requested by the Procurement Officer then this information will not be accepted.

47. The Quality Assessment Panel assesses the Quality Submission by using the scoring matrix within table 1 of Annex C and awarding marks against each of the quality questions given in table 2 of Annex B. The Quality Assessment Panel uses table 2 of Annex C to record their marks and applies the weighting as specified in order to determine the weighted mark.

48. Any uncertainty over the meaning of the Quality Submission will be removed before the Quality Assessment Panel completes their marking. No further clarification queries on the Quality Submission will be made after the marking is completed.
49. The minimum quality requirement is to reach a total threshold of 175 marks for the Quality Submission. A Supplier that has failed to achieve the minimum quality requirements may not be considered further, and if excluded, the Supplier will be notified by the Procurement Officer. If the submission is not excluded the normalised marks achieved by the Quality Submission will be used in subsequent calculations.
50. When marking the Quality Submission, the Quality Assessment Panel will determine which submission provides the *Employer* with the most confidence that the *Employer's* objectives as stated in the Scope will be delivered and continual improvement achieved.
51. The Supplier with the highest total quality mark is given a score of 100. The score of the other Suppliers will be calculated by deducting from 100, one point for each full percentage point by which their mark is below the highest mark.
52. The Financial Assessment Panel will calculate a price for each Supplier who has not been excluded. The price will be calculated from the tendered total set out in the Pricing Schedule.
53. Any uncertainty over the meaning of the Financial Submission will be removed via clarification queries and responses before the Financial Assessment Panel complete their calculations.
54. The Supplier with the lowest price submitted is given a score of 100. The scores of other Suppliers are calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.
55. The quality score and the financial score will be combined in the ratio of 80:20 applied to the quality and finance scores respectively. The total score will be expressed to one decimal place. The Supplier that will be considered further will be the Supplier with highest total score.
56. The Financial Panel may validate the Quotation Submission to check that the costs included are representative of the likely costs to be incurred. As part of this validation the Financial Panel may ask to be provided with original evidence that demonstrates that the allowances made are based on costs actually incurred. The panel may wish to interview appropriate accounting staff to provide the level of satisfaction required. Failure to provide satisfactory evidence to support any part of this aspect of the Quotation Submission may result in the quotation being rejected.
57. The Call Off Agreement must operate as a viable business for both partners. The *Employer* seeks to have the required level of service at an affordable cost, whilst providing a reasonable profit for the Supplier. Excessively low or high Quotation Submissions will be subject to scrutiny, and may be rejected if considered not sustainable over the Call Off Agreement period or not affordable.
58. The Quality Assessment Panel and the Financial Assessment Panel will jointly review the material submitted with the quotation to verify that the resources

proposed are likely to deliver the level of service set out in the Quality Submission.

59. Failure to provide satisfactory evidence to support any part of this aspect of the quotation may result in the quotation being rejected.
60. Before a Call Off Agreement is awarded the *Employer* will require confirmation that the team offered in Contract Data Part Two is available to start the project. Failure to offer a compliant team may lead to the rejection of the quotation.
61. Prior to the award of any Call Off Agreement the Supplier must provide evidence that insurance required by the Call Off Agreement is in place.

#### **Award**

62. The *Employer* reserves the right not to proceed with any Quotation Submission provided in response to this RfQ.
63. When satisfied that the correct procedures have been followed the Procurement Officer informs all Suppliers which Quotation Submission the *Employer* proposes to accept (if any), including written feedback of the assessments, starting a ten calendar day standstill period.
64. To award a Call Off Agreement the *Employer* will issue Annex A of the Call Off Agreement to the Supplier, for signature and return.
65. The *Employer*, upon receipt, will then also sign Annex A of the Call Off Agreement and issue a copy to the Supplier. A Call Off Agreement will then be formed.
66. The *Employer* intends to award the Call Off Agreement but reserves the right not to proceed with any of the Quotation Submissions received in response to this RfQ.
67. Details of awarded Call Off Agreements over £10k will be published on the Contracts Finder website.

## Annex A – Further competition programme

Activity	Dates
Issue RfQ	19.06.2017
Deadline for Supplier clarification queries	<u>21</u> .07.2017 14:00 GMT
Deadline for Quotation Submissions	<u>28</u> .07.2017 14:00 GMT
Assessment of Quotation Submissions	<u>31</u> .07.2017 – <u>18</u> .08.2017
Notification of intention to award a Call Off Agreement and start of Standstill period (10 calendar days)	<u>21</u> .08.2017
Award Call Off Agreement	<u>01.09</u> .2017

## Annex B – Award Criteria

Table 1 – Quality and Price weightings

Criteria	Percentage weightings
Quality	80%
Price	20%

Table 2 – Quality questions

Question number	Question	Weighting
1	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to deliver automotive telecommunications expertise.</p> <p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R1 of Annex A of the Scope;</li> <li>• Reference to comparable previous projects with a proven track record.</li> </ul>	4
2	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to deliver cyber security and PKI standards expertise.</p> <p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R4 of Annex A of the Scope;</li> <li>• Reference to comparable previous projects with a proven track record.</li> </ul>	4
3	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to deliver in-vehicle systems, CAV and C-ITS services expertise.</p>	4

	<p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R2, R8 and R9 of Annex A of the Scope;</li> <li>• Reference to comparable previous projects with a proven track record.</li> </ul>	
4	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to deliver evaluation and impact assessment expertise.</p> <p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R5 and R6 of Annex A of the Scope;</li> <li>• Reference to comparable previous projects with a proven track record.</li> </ul>	4
5	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to deliver data management expertise.</p> <p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R7 of Annex A of the Scope;</li> <li>• Reference to comparable previous projects with a proven track record.</li> </ul>	4
6	<p>Demonstrate that your organisation has the staff resources that are qualified, experienced and competent enough to CAV and C-ITS business models expertise.</p> <p>Your response must include:</p> <ul style="list-style-type: none"> <li>• Clear identification of individual roles and <i>key people</i> within the team;</li> <li>• Experience, competence and qualifications relevant to their role as detailed in R10 of Annex A of the</li> </ul>	4

	<p>Scope;</p> <ul style="list-style-type: none"> <li>Reference to comparable previous projects with a proven track record.</li> </ul>	
7	<p>The <i>Employer</i> acknowledges that the breadth of skills required to fulfil the <i>services</i> will likely require a diverse supply chain to be managed by the <i>Consultant</i>. Please describe your supply chain management methodology, specifically explaining:</p> <ul style="list-style-type: none"> <li>Your approach to obtaining expertise from non-commercial sectors (e.g. academic sector, research bodies);</li> <li>How you will identify the most suitable party to undertake each Task Order; and</li> <li>How you will ensure cohesion across your supply chain.</li> </ul>	3
8	<p>Describe your approach to overall management of the <i>services</i>, including management of the project team, stakeholder management, quality management, and management of any conflicts of interest. The response should include an organogram with identification of <i>key people</i> and the roles they fulfil, including clear identification of the 'points of contact', where to raise issues, and the escalation procedures.</p>	2

## Annex C – Marking the Quality Submission

Table 1 – Scoring Matrix

	How well does the Quality Submission meet the requirements of the <i>services</i> and demonstrate an understanding of the risks to the work?	Mark
Weak	The Quality Submission has not considered fully the requirements of the <i>services</i> and fails to address adequately the main management and technical risks.	1-4
Acceptable	The Quality Submission demonstrates an adequate understanding of the <i>services</i> and covers the main management and technical risks to an acceptable standard. The <del>programme and</del> proposed resources are just sufficient for the methodology described.	5
Good	The Quality Submission demonstrates a good understanding of the <i>services</i> . It deals fully with the main management and technical risks. The <del>programme and</del> resources proposed are balanced against the <del>resources and</del> approach proposed to mitigate risks.	6-7
Very Good	The Quality Submission demonstrates a very good understanding of the <i>services</i> which give a high degree of confidence that the activities will be completed <del>within the time and budget constraints to the Employer's satisfaction</del> and will mitigate risks. <del>Optimal levels of resource have been allocated to the programme.</del>	8-9
Excellent	The Quality Submission has been tailored specifically to suit the <i>services</i> and uses innovative approaches to deal comprehensively with the main management and technical risks, and is highly likely to maximise performance against key performance indicators and deliver continual improvement.	10

Table 2 – Quality Submission marking table

Question number	Mark	Weighting	Weighted mark	Total marks available
1		4		40
2		4		40
3		4		40

4		4		40
5		4		40
6		4		40
7		3		30
8		2		20
<b>Total</b>				<b>290</b>

**Annex D – NOT USED**

**Annex E – NOT USED**

## **Annex F – Online forms**

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to preventing and identifying collusion, meeting the principles of fair payment, meeting the principles of anti-bribery (as enacted by the Bribery Act 2010 and Ministry of Justice guidance), and working fairly, honestly, with integrity and transparency. Highways England seeks to gain the same commitment from Suppliers through their acknowledgement of these declarations upon submission of quotations.

### **Anti-Collusion Certificate**

1. We certify that this quotation is made in good faith, and that we have not fixed or adjusted the amount of the quotation in accordance with any agreement or arrangement with any other person(s).
2. We also certify that, prior to the award of any Call Off Agreement for the work, we have not and will not:
  - a. communicate the amount or approximate amount of the quotation to any person<sup>1</sup> outside of the parties pertaining to this quotation procedure, other than:
    - i. the Secretary of State (or a person duly authorised by him); or
    - ii. where the confidential disclosure of the approximate amount of the quotation was necessary to obtain insurance premium quotations required for the Call Off Agreement.
  - b. enter into any agreement or arrangement with any person outside of the parties pertaining to this quotation that such person shall refrain from submitting a quotation, that they shall withdraw any quotation once offered, or vary the amount of any quotation to be submitted.
  - c. pay, give or offer to pay any sum of money or other valuable consideration directly or indirectly to any person outside of the parties responsible for this quotation for doing, having done, causing, or having caused to be done any act or thing of the sort described at (a) or (b) in relation to any other quotation.
3. We further certify that the principles described in paragraph 2 have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the quotation and any Call Off Agreement entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

### **Fair Payment Charter**

1. We will strive to meet the 'Fair Payment' commitments set out below. We will additionally seek to embed the principles throughout our supply chain.

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<sup>1</sup> The word 'person' includes any persons and any body or association, corporated or unincorporated; 'agreement' or 'arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'work' means the work in relation to which the quotation is made.

- a. Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable;
- b. 'Fair Payment' will apply equally between Highways England, the lead contractor and throughout the supply chain;
- c. The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid;
- d. Companies will consider, where appropriate, operating relevant contracts on an open book basis;
- e. The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract;
- f. To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days from receipt of invoice;
- g. In order to avoid payment delays, Highways England and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain;
- h. Monitoring compliance with these principles will be built into the performance management requirements pertaining to this Call Off Agreement.

### **Anti-Bribery Code of Conduct**

1. We confirm that we acknowledge the commitments set out below and have (and shall) maintain equivalent principles throughout our supply chain.
2. We are committed to ensuring that our business operates with the upmost integrity.
3. We, and those employed by us, will not:
  - a. Offer, promise, pay or provide bribes<sup>2</sup> to any person;
  - b. Request, agree to accept or receive bribes;
  - c. Offer hospitality to Highways England staff that would breach the following requirements:
    - i. Gifts other than low-value items such as diaries or calendars (up to £10 in value). Calendars, diaries or other small items of office equipment may be offered and accepted but the gift must bear

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<sup>2</sup> A bribe for this purpose being the provision of any financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

- the company's name or insignia and can legitimately be regarded as being in the nature of advertising material;
- ii. Benefits and/or hospitality such as cocktail parties, receptions, presentations and conferences;
  - iii. Invitations to social, cultural and sporting events; or
  - iv. Overnight accommodation and travel to and from a venue at which an event is being held.
4. We are committed to having robust procedures and controls in place within the parties pertaining to this quotation to minimise the risk of bribery with the aim of preventing bribery and confirm that we:
- a. Have a zero-tolerance of bribery offences throughout our organisation(s);
  - b. Conduct risk assessments to identify and monitor potential bribery risks;
  - c. Adopt due diligence measures to vet and approve third parties performing services on our behalf;
  - d. Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
  - e. Provide education and awareness to all our employees;
  - f. Have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
  - g. Deal effectively with any occurrences of bribery; and
  - h. Act at all times in good faith, impartially and in accordance with a position of trust.

### **Anti-Fraud Code of Conduct**

1. We confirm that we acknowledge the commitments set out below and have (and shall) maintain equivalent principles throughout our supply chain.
2. We are committed to ensuring that our business operates with the utmost integrity.
3. We, and those employed by us, will not commit any fraudulent acts or carry out any of the following acts which could amount to fraud including, but not limited to:
  - a. Submission of false or inflated claims or invoices for payment or reimbursement;
  - b. Intentional distortion of financial statements or other records;
  - c. False or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;

- d. Forgery or alteration of any documents such as cheque, bank draft or any other financial documents, including destruction or removal of records;
  - e. Impropriety in the handling or reporting of money or financial transactions;
  - f. Theft or misappropriation of assets or funds;
  - g. Disclosure of confidential information to third parties without authority for personal gain; and
  - h. The payment of excessive prices or fees where they are not justified.
4. We agree to:
- a. Keep accurate and up to date records showing all payments made and received and all other advantages given and received, and permit Highways England to inspect those records as required; and
  - b. Promptly notify Highways England of any breach of these principles.

### **Quotation declarations**

1. Your name
2. Your position
3. I confirm that I am authorised to submit quotations and acknowledge the contents of the Anti-Collusion Certificate, Fair Payment Charter, Anti-Bribery Code of Conduct and Anti-Fraud Code of Conduct on behalf of the Supplier in question.
4. I confirm that this quotation and any Call Off Agreement which may result from it shall be based upon the documents listed in the RfQ. I acknowledge that Highways England is unable to enter into negotiation on the terms and conditions to be used, that any Call Off Agreement that may result from this quotation shall be subject to English law, and confirm that any resulting Call Off Agreement will be based on the model contract document as stipulated in the RfQ.
5. I confirm that this quotation consists of all the relevant documents as requested in the RfQ and has been submitted in accordance with the RfQ. I have not qualified or accompanied the quotation with statements or a covering letter that might be construed as rendering the quotation equivocal. I acknowledge that quotations not complying with this RfQ may be rejected by Highways England whose decision in the matter will be final.
6. I confirm that this quotation shall remain open for acceptance for 120 calendar days from the deadline for quotations.
7. I confirm that this RfQ has been treated as private and confidential by all parties pertaining to this quotation and will continue to be treated in such a manner until otherwise directed by Highways England.
8. I confirm that we have taken account of our legal and statutory obligations, as well as all relevant Government codes and policies (e.g. taxes, environmental

protection, employment protection and working conditions) where they are applicable to our quotation.

9. I acknowledge that, under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) as amended, Highways England is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information. I acknowledge that Highways England could receive requests for any information relating to this Call Off Agreement or quotation procedure and may be legally obliged to release information.
10. I confirm that if this offer is accepted we will execute such documents in the form of the Call Off Agreement within 10 days of being called on to do so.
11. Please check this box if your company is an SME as per the [European Commission definition](#).

**Annex G – NOT USED**