



Highways England
Request for Quotation
Contents amendment sheet

Amend. No.	Issue Date	Amendments	Initials	Date
1	18/07/17	Programme amended in Annex A	GD	18/7/17
2	18/7/17	Roles updated in Annex G – Key People Schedule	GD	18/7/17

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TMTF2 Request for Quotations (RfQ)

General

1. This Request for Quotation (RfQ) applies to the submission of quotations for the Smart Motorways Programme Tranche 5 Asset Data Capture under Lot 8 of the CCS Traffic Management Technology 2 Framework.

Tranche	Schemes
5	A1(M) Junction 6-8
5	M25 Junction 10-16
5	M53 Junction 5-11
5	M62 Junction 20-25
5	M40/M42 Interchange

2. The award of this further competition is for Asset Data Capture Surveys for the Tranche 5 Smart Motorway Schemes as detailed in the Works Information. Highways England reserves the right to extend this further competition to include three Tranche 6 Smart Motorway Schemes (M1 J19-23a, M5/M42 Birmingham Box Phase 4 and M1 J35a-39) with the successful Supplier to include Asset Data Capture Surveys for additional future schemes if Highways England confirms that the following criteria have been met for the schemes:
 - Highways England confirms approval of funding for the next schemes.
 - Confirmation there is no change to the Commercial and Procurement strategy to progress these schemes
 - Satisfactory Supplier performance not below the *failure level* for all CPF measures in the last two quarterly intervals of the Tranche 5 schemes.
 - The scheme still offers value for money.
3. The Request for Quotation 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.
4. Submissions must be made in accordance with this RfQ document. Quotations not complying with this RfQ may be rejected by the *Employer* whose decision in the matter will be final.

5. For enquiries contact the *Employer* via the e-sourcing portal, <https://highways.bravosolution.co.uk> for Smart Motorways Programme Tranche 5 Asset Data Capture. The Procurement Officer for this further competition is Glenda Davies. 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.
6. 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 days prior to the date of return of quotations.
7. 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.
8. 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.
9. 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.
10. This RfQ and 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.
11. 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 activity 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.

12. The programme for this further competition is included at [Annex A](#).
13. The RfQ includes the following:
 - Request for Quotation (RfQ)
 - The Call off Agreement which includes
 - Contract Data
 - Form of Agreement [including project specific requirements]
 - Works Information
 - Pricing document
 - Competition timetable
 - Collaborative Performance Framework

Quotation Submission

14. The Quotation Submission will comprise of the following:
 - The Quality Submission
 - Financial Submission
15. The Quality Submission must follow the structure set out and cover the issues identified in the award criteria tables in [Annex B](#).
16. 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 quotation and should be returned to the *Employer* on completion of the further competition. These provisions apply equally to drawings and other information supplied for the further competition the property rights of which vest in a third party.
17. Quotation Submission and supporting documents must be written in English.
18. 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 Quotations Submission equivocal. The *Employer's* decision as to whether or not a Quotation Submission complies with this RfQ will be final.
19. Quotation Submissions not received by the *Employer* by 12:00pm on 31 July 2017 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.

20. 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>.
21. Documents are to be in Microsoft Office 2010 format.
22. 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.
23. Suppliers are to include with their Quality Submission, via the technical envelope on the e-sourcing portal:
 - Methodology statement describing the approach proposed to complete the work in the Works Information; ([Annex B](#))
 - A detailed programme showing the timing of the deliverables identified in the Works Information;
 - Key People Schedule and CV's
 - Risk Register identifying and describing the risk, to include the estimated effect of the risk on programme and cost. It must not include any reallocation of risks (see [Annex D](#)).
 - a statement indicating which information the Supplier would like withheld from any transparency publication
 - a statement undertaking responsibility for dealing with insurance claims or parts of such claims within the excess amount
 - a Parent Company Guarantee using the form provided in Works Information if requested.
24. Suppliers are to include with their Financial Submission, via the commercial envelope on the e-sourcing portal:

- The completed Contract Data part 2;
- Pricing document which includes a priced Resource Breakdown Schedule;
- Pricing document explanatory notes (if applicable)

Quality Submission

25. 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.
26. The Quality Submission will become the Quality Statement in the Contract Data.
27. The Quality Submission must not exceed the page limit, which is 25 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.
28. If the submitted Quality Submission exceeds the page limit then 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.
29. Suppliers are to complete and return the key people schedule in the form set out in Annex G. A CV for each key person of not more than two pages of A4 size must be included with the key people schedule. The minimum period of availability is to be given for each named person.

Financial Submission

30. The Financial Submission should be completed using the Call Off pricing document issued with this RfQ.
31. The prices provided by the Supplier are to be based on the information provided in Schedule 3 of the TMTF2 Framework Agreement v4. Any prices submitted for a Call Off Agreement are to be equal to or lower than the Traffic Management Technology Framework Prices.
32. The prices in the pricing document are to be priced as per the defined costs of the work described in the price list plus the fee.
33. Suppliers must note that each item set out in the pricing document must be completed and separately priced. Suppliers are not permitted to:
 - Price any item or activity within another item or activity in the pricing document.
 - Cross subsidise any item or activity within any other item or activity in the pricing document.
 - Make any assumptions regarding the use or relevance of any item or activity in the pricing document.
 - Price any items which have been identified in the pricing document as not requiring to be priced; or
 - Duplicate any price in the pricing document.
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 document will be rejected.

Other Information

36. Not Used
37. Not Used
38. Not Used

Quotation Assessment Procedure

39. The *Employer's* assessment of the submissions will be carried out in stages
40. In the first stage the Procurement Officer will check submission compliance,

41. In the second stage, the Quality Assessment and Finance Assessment Panels will judge submissions, based wholly on the contents of the submission 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 which does not comply with the RfQ documents, including any amendments, may result in the Quotation Submission 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 the quotation submission. Clarification queries will be recorded in writing. If necessary to complete their marking, the assessment panels will seek clarifications from the Supplier via the Procurement Officer. If a clarification response 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 criteria questions given in table 2B of Annex C (for weighted criteria) to record their marks and applies the weighting as specified in order to determine the weighted marks.
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 **60** 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 it 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 Works Information will be delivered and continual improvement achieved. The panel will take into account the key people schedule when marking the Quality Submission.
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. A Financial Assessment Panel will calculate a price for each Supplier who has not been excluded. The price will be calculated from the total cost of the work set out in the pricing document.
53. 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.
54. Any uncertainty over the meaning of the Financial Submission will be removed via clarification queries and responses before the financial panel complete their marking.
55. The quality score and the financial score will be combined in the ratio of 70:30 (refer to [Annex B](#)) 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 Submission 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 quotations 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 the key people schedule is available to start the project. Failure to offer a compliant team may lead to the rejection of the quotation submission.
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 Submissions made 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 day standstill period.
64. To award a Call Off Agreement the *Employer* will issue a Form of Agreement to the Supplier, for signature and return.
65. The *Employer*, upon receipt, will then also sign the Form of 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 quotations 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 - Competition Programme

Item	Activity	Date
1	Issue Quotation documents	26/06/2017
2	Last Date for Supplier queries	17/07/2017
3	Quotation Return	31/07/2017 12:00pm
4	Marking of the Quality Submission	01/08/2017-14/08/2017
5	Financial Scoring	01/08/2017-14/08/2017
6	Supplier with the highest score identified	15/08/2017
7	Standstill period	21/08/17-31/08/2017
8	Feedback to Suppliers	18/08/2017
9	Award Call Off Agreement	04/09/2017

Annex B – Call off Agreement Award Criteria

Table 1

Criteria Ref	Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the <i>Employer</i> conducting the further competition
A	Quality (including delivery time, sales service, good value, accessories, service fitness for purpose)	70%
B	Price	30%

Quality Criteria

Suppliers should use the headings, and respond to the Issues below in their Methodology Statement.

Table 2

Methodology Statement headings	Quality Questions
<p>1</p> <p>Health and Safety (Note – please use clear cross referencing where/ as appropriate across the 3 issues)</p>	<p>1.1 Organisational Arrangements</p> <p>Highways England has a stated aim, which is ‘no one should be harmed when travelling or working on the strategic road network.’ Smart Motorways has a significant contribution to make in achieving this aim, changing how we work to create a clear safety, health and welfare focus.</p> <p>Describe your approach on the following aspects.</p> <p><i>Note: You should clearly show how your approach applies throughout your organisation from Board Level (or equivalent) to trainees.</i></p> <ol style="list-style-type: none"> 1 How you will manage and organise the H&S of the workforce (and Supply Chain if applicable)? 2 Show your management arrangements confirming that they comply with legislative responsibilities. 3 How you will provide appropriate training? (for example H&S policy/monitoring/audit/review, Training & information, Accident reporting, Risk assessment/management procedures, Welfare & Occupational Health) 4. How you will ensure that appropriate welfare facilities will be in place before starting work on site <p>Also provide supporting evidence from previous similar projects, showing that your approach is likely to be successfully delivered.</p>

1.2 Identification and mitigation of specific H&S risks

Please identify the specific H&S risks for the mobilisation and operation of this contract and how you intend to consider the specific sites in developing the risk register.

Describe how you will eliminate, reduce, isolate and control risks.

Identify specific examples of where you will enhance the minimum requirements of the Traffic Signs Manual Chapter 8 - <https://www.gov.uk/government/publications/traffic-signs-manual>

and relevant Highways England Interim Advice Notes for deployment of temporary traffic management (TTM).

Identify detailed specific arrangements for supervision of TTM and regular liaison with the Maintenance Service Providers (MSPs).

Identify how will you plan, manage and execute the project to ensure that exemplar performance is achieved against Highways England's 'raising the bar' health, safety and welfare standards?

[<https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative>]

1.3 Improving H&S performance

Please describe how you will improve your performance to ensure your H&S measures are effective in reducing / preventing near misses, incidents, occupational ill-health and accidents.

Please give an example of a project where this hasn't gone well. What lessons were learned and how did your organisation improve its processes and performance as a result?"

2	Collaborative Behaviour	<p>2.1 Present your approach to both implementing and running collaborative communication systems and processes.</p> <p>Describe how you will effectively engage to successfully operate the contract with all of the relevant Stakeholders including Highways England, area teams/ other Contractors</p> <p>Highlight the benefits of your approach in the delivery of this service, positive mechanisms you will have in place and any innovation that can be offered.</p>
		<p>2.2 - Describe how you will share best practice to generate a tangible programme-level benefit which will be accepted by the appropriate Highways England team.</p>
		<p>2.3 - not used</p>
3	Customer and Stakeholders	<p>3.1 - Describe your approach to stakeholder management for these works which will benefit customers, detailing the preferred temporary traffic management (TTM) system to ensure the least possible disruption to road users with a focus on safety of road workers, all road users and other stakeholders at all times.</p>
		<p>3.2 - Please detail the considerations your organisation will make in planning and arranging Road Space Bookings and how you intend to work with Maintenance Service Providers (MSPs).</p>
		<p>3.3 - not used</p>
4	Sustainability	<p>4.1 Describe the structured mechanisms you will have in place to:</p> <ul style="list-style-type: none"> • ensure data collection supports our “right first time” culture • encourage and enable the realisation of continuous improvement • provide efficiencies in delivering this service • re-use and develop best practices • identify and develop innovations
		<p>4.2 - not used</p>
		<p>4.3 - not used</p>

5	Quality	<p>5.1 - Present your quality plan and explain your proposed approach to the requirements of the Works Information, demonstrating how this will provide the Works. We expect the following areas to be covered in your response:</p> <ul style="list-style-type: none"> • Describe how you propose to collect the asset data. • Describe the checking / review / approve process you will undertake to validate the accuracy of the data and its completeness. • Describe the Quality Systems in place to ensure there is no re-work – first time right. • Describe how the key deliverables will be achieved? • Describe the roles played by Key People and how they interface with each other, the client and stakeholders. • Describe any innovative techniques to be used and how the risks of use would be managed. • Describe how you will manage the supply chain and assure the quality of their outputs. • Describe the format of data and deliverables and how this will be consistent with Highways England BIM requirements and SMP Survey Guide. <p><i>Note: references and explanations should be made as required to the Key People Schedule (Annex G) and supporting CVs, Risk Register (Annex D) and the detailed programme.</i></p> <p>5.2 Explain how you will ensure the contract is successfully mobilised to limit any early degradation of service, clearly cross referencing to the Key People Schedule (Annex G) and approach in 5.1 above.</p> <p>5.3 - not used</p>
6	Time	<p>6.1 - The requirements of the Works Information (WI 200) present a challenging delivery programme to enable the Smart Motorways Programme to successfully achieve its Roads Investment Strategy (RIS) 1 commitments. Describe your approach to meeting/ exceeding the target site survey/data collection windows. Describe your approach to meeting/exceeding the key dates for digital data delivery.</p> <p>6.2 - not used</p>

7	Cost	<p>7.1 The Smart Motorways Programme has a stated objective to improve financial forecasting, with monthly financial performance to be within 5% of forecast. Describe your approach to managing service expenditure within forecasted budgets and monthly cash flow.</p> <p>Provide supporting evidence from previous similar projects, showing that your approach is likely to be successfully achieved.</p> <p>7.2 – The Smart Motorways Programme has a stated £301.6m efficiency target to deliver within RIS1. Describe how efficiencies will be achieved as part of the Service, and the generation of cost savings as a direct result?</p>
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Annex C – Marking the Quality Submission

Table 1 – Scoring Matrix

	How well does the Quality Submission meet the Call Off requirements and demonstrate an understanding of the risks to the work?	Mark
Weak	The Quality Submission has not considered fully the requirements of the Call Off objectives and fails to address adequately the main management and technical risks.	1-4
Acceptable	The Quality Submission demonstrates an adequate understanding of the Call Off objectives and covers the main management and technical risks to an acceptable standard. The programme and proposed resources are just sufficient for the methodology described.	5
Good	The Quality Submission demonstrates a good understanding of the Call Off objectives. It deals fully with the main management and technical risks. The programme and resources proposed are balanced against the resources and approach proposed to mitigate risks.	6-7
Very Good	The Quality Submission demonstrates a very good understanding of the Call Off objectives which give a high degree of confidence that the Call Off will be completed within the time and budget constraints and will mitigate risks. Optimal levels of resource have been allocated to the programme.	8-9
Excellent	The Quality Submission has been tailored specifically to suit the Call Off objectives 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 A: Not Used

Table 2 B: Quality Submission weighted marking table

	Description	Mark out of 10	Sub Weighting	Total Mark (mark multiplied by the sub weighting)
1	Health and Safety Management			
1.1			X1.5	/ 15
1.2			X1.5	/ 15
1.3			X2.0	/ 20
2	Collaborative Behaviour			
2.1			X1	/ 10
2.2			X1	/ 10
3	Customer & Stakeholder			
3.1			X2.0	/ 20
3.2			X1.5	/ 15
4	Sustainability			
4.1			X1	/ 10
5	Quality			
5.1			X2.0	/ 20
5.2			X1	/ 10
6	Time			
6.1			X1.5	/ 15
7	Cost			
7.1			X1	/ 10
7.2			X1	/ 10
	Subtotal			/190
	Total Quality Mark <i>Subtotal multiplied by 100 divided by 190</i>			

Annex D - Form of Risk Register

Suppliers should identify the risks addressed in their Quality Submission and describe the action proposed to deal with the risk. They should also include any identified opportunities. Add additional lines as required.

Number	Risk or Opportunity Description	Proposed Action to deal with risk	Effect of risk (or opportunity) on programme and cost

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 person¹ 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 submission 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.

¹ 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.

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.
 - 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 bribes² to any person;
 - b. Request, agree to accept or receive bribes;
 - c. Offer hospitality to Highways England staff that would breach the following requirements:

² 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.

- 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 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 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 – Key people schedule

Supplier should identify the key people for the listed posts, and add any further key people. The minimum period of availability of each person must be stated.

A CV for each person should be included. The maximum length of CV is 2 pages of A4 size. The CV should emphasise the key skills relevant to this particular project.

Post	Name	Minimum period of availability
Framework Manager		
Project Manager		
Days- Works Manager		
Site Manager / Engineer		
Nights -Works Manager		
Traffic Safety Control Officers		
Commercial Manager		
Data Manager		
Environmental Coordinator		
Senior Quantity Surveyor		
Planner and Health and Safety Officer		