



## **Department of Community and Cultural Affairs**

### **Request for Proposals – CommunityAndCulture.bm**

#### **CommunityAndCulture.bm- Overview, General Information and Instructions**

The Department of Community and Cultural Affairs is seeking proposals from qualified web development firms for the re-design and re-development of CommunityAndCulture.bm. Following this re-design, our objective is to have continual maintenance, enhancements, content updates, and operational support for this site.

#### **New Website Objectives**

- Our top priority is providing an easy-to-navigate platform of information about Bermuda's culture for educational and research purposes. Our secondary goal is having a comprehensive listing of our Department's events that can be updated with pertinent details and auto-expire.

#### **Audience**

- The proposed audience for the website includes the entire community: students researching for projects, teachers looking for resources, community members looking for upcoming events, artists seeking to apply for grants, visitors looking for information on Bermuda's culture, or serious researchers using the cultural database for abstracts of information available.

#### **Current Website Evaluation**

- Navigation of the current website is difficult; it is hard to find the page you're looking for. Several pages are repeated in different sections; there is no in-linking that makes sense.
- The homepage is cluttered with too much content. Since the content is not set to auto-expire, it often becomes outdated.
- The "media" section is not easily searchable, is outdated, and is not tagged by topics.
- The design is outdated and does not work well in all browsers.
- The current custom CMS is hard to update ourselves from a patches and widgets perspective, as well as a content perspective.

#### **Current Website Technical Specifications**

- **Content Management System:** Expression Engine
- **Expression Engine Modules & Add Ons:** Calendar (SolSpace), CE Cache, Channel Videos, FreeForm Pro, Low Reorder, A/B Pagination, Channel, Channel Videos, Comment, Editor, IP to Nation, Mailing List, Playa, Rich Text Editor, RSS, Search, SEO Lite, SnippetsSync, Stash, Structure, Statistics, Safe Harbour
- **Hosting:** Media Temple - DV 4.0 Level 2, Amazon S3 (media cloud storage), Gitlab (source code)
- **Front-end Stack:** Bootstrap, CoffeeScript, jQuery, SCSS
- **Third Party Services:** Vimeo (video archiving)

## New Website Functionality Requirements

The Department requires that the website possess the following functionality: -

- **Overall Function**
  - To migrate to a more user-friendly CMS back-end that could have several levels of contributors/administrators defined, like Wordpress. We are open to other suggestions and would require training for the team to do content updates.
  - Google Analytics integration.
  - A clean, responsive design layout with easy navigation that works well across browsers and mobile devices and an intuitive home page.
- **Site/Content Structure**
  - The Department has created a potential site map to show how the content can be better structured across the site. Please see Annex I that details this plan (note that some of this is new and will have to be placeholdered with Lorem Ipsum until DCCA writes the content). A proposal that contemplates the reorganization of the site that has a better structure would be considered.
  - The sizing of images and visual look should be consistent across the site, so that going forward we can request that our posters and events be created in sizes that fit the specifications of the site.
- **Events/Calendar Archiving**
  - A very robust calendar/events function that auto-archives content when the date of the event has passed (e.g., can post Bermuda Day Parade details up and the event page expires on May 25).
- **Cultural Database**
  - A Cultural Database section which we want to be entirely searchable and multi-tagged. For example, a photo from the 2009 Premier's Concert of United Dance Productions may be tagged as "2009, Premier's Concert, United Dance Productions, Dance, Ballet". A Learnalots episode may be tagged as "Learnalots, 2002, Bus, Aquarium". The results should be filterable by media-type (displaying only text, only video, only audio, etc).
  - Initially the content already loaded onto the website should be navigated into the Cultural Database, with the intention that documentation will be provided for the Department to continue adding content or that content will be added through the maintenance of the website.
  - This part could be developed after a phase 1 design that launches the rest of the site.
- **Social Media**
  - Social media should be incorporated into the website. The Department currently use Facebook, Twitter, MailChimp sign-ups, and Instagram.
- **Web Forms**
  - Online access to, and capability to complete applications online. This requirement can be eliminated if it becomes a budget concern.

## Proposal Requirements

- We are seeking a proposal that outlines the cost and timing required for the proposed website and all elements set out below.
- Include an estimated cost for redesigning site, migrating to new CMS, setting up required database, and training employees of DCCA on new CMS.
  - Note- DCCA can provide photo resources required for the site but would need a list of types of elements needed.
  - Note- There should be cheat-sheet documentation to accompany training on simple “how to upload a new event” type tasks.
  - It is fine to suggest a phased approach, as we appreciate the Cultural Database section may require additional time and funds. Please clarify if this is the case.
- Include annual hosting and domain renewal fees.
- Include plan and cost for backup of site and regular maintenance and patches. Please specify what a reasonable time scale would be and how these changes would be communicated to DCCA.
- Include cost for twice-monthly content updates and the scope of how much that could include (i.e. Is there a limit to the amount we can ask for in these updates. If so, what is the limit (number of pages/photos/etc)?
- Include cost for annual site enhancements or feature recommendations that may fall outside the scope of the maintenance contract – e.g. new coding or functionality requirements.

## **Annex I- Proposed Website Structure**

### **HOME**

### **ABOUT DEPARTMENT OF COMMUNITY & CULTURAL AFFAIRS**

- Contact Information

### **WHAT IS BERMUDA CULTURE & HERITAGE- overview**

- Cultural Policy- generic overview & PDF link
- The Arts- redirect to other section
- Folklife- generic overview
  - o Arts of the Sea- generic overview
  - o Arts of the Land- generic overview
  - o Arts of Celebration- generic overview
  - o Arts of Language- generic overview
  - o Arts of Hospitality- generic overview
  - o Arts of Play- generic overview
  - o Cuisine & Foodways Heritage- generic overview
- Arts of Health & Beauty- generic overview
- Ethnic Heritage- generic overview
- Architectural Heritage- generic overview
- Historical Heritage- generic overview
  - o Historical Research Program – generic overview

### **EVENTS & FESTIVALS- overview**

- Calendar
- Bermuda Day– generic overview
- Heritage Month– generic overview
- National Heroes Day – generic overview
- Emancipation – generic overview
- Gombey Festival– generic overview
- Premier’s Concert– generic overview
- Uncover the Arts– generic overview
- Bermudian Heartbeats– generic overview
- Seniors Events- generic overview
- Harbour Nights- generic overview

### **THE ARTS- overview**

- Arts Council Overview (link to application page)
- LITERARY ARTS – generic overview
  - o Writer in Residence Program
  - o Page for each book
  - o Call for Submissions
- VISUAL ARTS- generic overview
- PERFORMING ARTS – generic overview
- MUSIC – generic overview
- CRAFTS- generic overview
- FILM- generic overview
  - o Page for each film

## **GRANTS & AWARDS**

- Awards & Grants (apply online)
- Bermuda Arts Council (apply online)
- Cultural Legacy Fund (apply online)

## **GET INVOLVED**

- Folklife Apprenticeship Program
- Historical Research Program
- Call for Submissions (link to page in literary arts submission)

## **CULTURAL DATABASE**

- Photos
- Videos
- Audio
- Biographies of Cultural Icons
- Bermuda Treasures
- Learnalots
- Archives – Portuguese Rock
- Abstracts of Interviews Available
- Past Events Details
- Proud to be Bermudian Series

*The Cultural Database section will be set up to be entirely searchable and multi-tagged. For example, a photo from the 2009 Premier's Concert of United Dance Productions may be tagged as "2009, Premier's Concert, United Dance Productions, Dance, Ballet". A Learnalots episode may be tagged as "Learnalots, 2002, Bus, Aquarium". The results should be filterable by media-type (displaying only text, only video, only audio, etc).*

## **TEACHER RESOURCES**

- Study Guides
- Bermuda Connections
- Content from Partner Organisations

## **VISITOR RESOURCES**

- Relevant Collateral

## **COMMUNITY EDUCATION** (link to their website)

## **ANNEX II – INSTRUCTIONS TO BIDDERS**

### **1.1 Public Access to Information**

Any information collected or used by or on behalf of the Government of Bermuda under this Request for Proposals is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this Request for Proposals.

### **1.2 Sustainable Procurement**

The Government is committed to sustainable solutions whereby both the environmental and socially responsible practices are incorporated into our procurement practices, and impacts the products and services we procure. This is achieved through pre-determined evaluation criteria that take into consideration the social enterprise of providing opportunities for Bermudian-owned small businesses, apprenticeship and training opportunities, and a variety of environmental considerations. We ask that you take this under consideration when you respond to this Request for Proposals.

### **1.3 Submission Deadline (Closing Date)**

The bid submission must be delivered via electronic mail to [cnlodge@gov.bm](mailto:cnlodge@gov.bm) and copied to [hwhalen@gov.bm](mailto:hwhalen@gov.bm) no later than **3:00PM on Wednesday, March 1, 2017**. Any bid which is emailed, but does not reach the Department by the date and time set forth above will not be accepted.

Bidders must submit at least one signed electronic copy of their bid.

All submissions become the property of the Government of Bermuda and will not be returned.

All conditions contained in this Request for Proposals are considered accepted by the bidder in any information submitted.

Late bids “WILL NOT BE CONSIDERED”. The deadline is absolute and bids received after the due date and time shall be rejected. Bids received after the stated deadline will be considered as 'NO BID' and 'VOID'. The time stamp for bids submitted electronically will be that of the Information Technology Office (ITO) mail server. It is the bidder's responsibility to allow enough time for electronic transmission and delivery, especially in the case of large files.

### **1.4 Certificate of Confirmation of Non-Collusion**

The Certificate of Confirmation of Non Collusion is a mandatory requirement for all bidders. Any forms of bid or agreement submitted which do not include a signed copy of this Certificate will be wholly rejected and will not be included in the evaluation process. If it is later found that the undertakings made below have been breached at any stage of the process, the bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter. False submissions may also exclude the bidder, and any other person or company involved in collusion, from involvement in future contracts with the Government of Bermuda. This form can be found at the conclusion of this document.

## 1.5 Cost of Preparation of Bid

The bidder shall bear all costs associated with the preparation and submission of his bid and the Government will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

## 1.6 Clarification of Solicitation Documents

Prospective bidders that require any clarification of this Request for Proposals may contact Carlita Lodge at [cnlodge@gov.bm](mailto:cnlodge@gov.bm). Bidders should not rely on communication with any other person(s) with regard to this process and should use the appointed department contact only.

The Government will respond in writing by email to any request for clarification which they receive earlier than five (5) working days prior to the deadline for the submission of bids.

Written copies of the Government's response, where necessary (including a description of the inquiry, but without identifying its source), will be sent to all prospective bidders who have provided contact details and posted on the Government's portal at [www.gov.bm](http://www.gov.bm).

## 1.7 Amendment of Solicitation Documents

At any time prior to the deadline for submission of bids, the Government may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the solicitation documents by the issuance of an addendum.

The addendum will be sent in writing by email to all prospective bidders who have collected the solicitation documents from the Government and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by email to:

Attention: Carlita Lodge

Email: [cnlodge@gov.bm](mailto:cnlodge@gov.bm)

In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Government may, in its sole discretion, extend the deadline for the submission of bids.

## 1.8 Documents Comprising of Bid

- .1 Each bid submitted must include the following information in order to be accepted by the Government.

**Proposal:** The information outlined below is the minimum submittal requirement. Bidders may supply additional information, if desired. The proposal, at a minimum, shall consist of:

### **Bidder's Background:**

Bidders should provide answers to the following for **each** company in the partnership (if this proposal) is suggesting that the complete provisioning of the requirements in the solicitation document will be met by multiple companies).

1. Introduction to your company including services offered and history.
2. How long has your company been in existence?
3. Does your company owe outstanding taxes to the Government?
4. Is your company the subject of any pending litigation?

5. How many clients does your company currently service?
6. What percentage of your staff is Bermudian?
7. What (if any) training opportunities does your company offer and/or community outreach initiatives do you participate in?
8. Does your company have experience working with Government entities?
9. Describe your company's proposed Service Level Agreement.
10. Describe the process for providing status information and problem resolution timeframes.

**Description of Services:**

Each bid must include a description of the Services offered by the Bidder.

**Financial Proposal:**

Each bid must include all recurring and non-recurring costs that the Government will incur over the term of the contract with the Bidder, including startup costs, installation fees, telecommunication costs, labor, travel, overtime, supplies, shipping, fees, services and any other expense as may be required or necessary to successfully provide the needed services.

**Technical Proposal:**

Each bid must include a completed Technical Proposal. This may also be part of the Work Plan.

**Work Plan**

In this section you should propose:

- the main activities of the assignment, their content and duration
- phasing and interrelations of the main activities
- milestones - including interim approvals by the Government and delivery dates of the documentation

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate the scope into a feasible working plan.

- A list of the final documents to be delivered as the final output should be included here.
- The work plan should be consistent with the work schedule.

**Organization and Staffing**

In this section, you should propose the structure and composition of your team. Bidder should list the main disciplines of the assignment, the key expert responsible, and the tasks to be addressed by each team member and proposed technical and support staff.

**Portfolio:**

Each bid must include at least three links to websites that the organization has developed and maintain, as well as contact information for two clients that can be used as references. .

**Proposal Exceptions:** Exceptions that a bidder may have to any of the requirements found in this solicitation document must be fully explained and outlined in the bidder's submitted response in a separate section under the heading "Proposal Exceptions".

**Assumptions:** The bidder shall list any assumptions made in formulating their bid in a separate section under the heading "Assumptions". Any questions about the specifications/Term of Reference/scope of works/services should be addressed to Carlita Lodge at [cnlodge@gov.bm](mailto:cnlodge@gov.bm) during the bidder question period ending Tuesday, February 21, 2017 prior to submitting a bid response.

**Additional Information:** Additional information not specifically required as a part of our requirement may be provided in a separate section under the heading "Additional Information".

### **Agreement to Specifications**

By submitting a bid, bidder agrees to the specifications (terms of reference) presented except as noted in bidder's Proposal Exceptions. The contract between the Government and the successful bidder will include and fully incorporate the successful bidder's bid.

## **1.9 Period of Validity of Bids**

All prices offered shall remain firm for One Hundred and Twenty (120) calendar days from the deadline for bids specified in Clause 1.3, unless the deadline is modified by an amendment to this solicitation. A bid valid for a shorter period may be rejected as non-responsive.

In exceptional circumstances, prior to expiry of the original period of validity, the Government may request that the bid validity period be extended. The request and the responses thereto shall be made in writing by email. A bidder may refuse the request and withdraw his bid. A bidder agreeing to the request will not be required, nor permitted to modify his bid.

## **2.0 Modifications and Withdrawal of Bids**

The bidder may modify or withdraw his bid after submission, provided that the modification or notice of withdrawal is received in writing by the Government prior to the deadline for submission.

The bidder's modification or notice of withdrawal shall be prepared, marked and delivered by electronic mail to Carlita Lodge at [cnlodge@gov.bm](mailto:cnlodge@gov.bm).

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

## **2.1 Process to be Confidential**

- .1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning any award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process until a decision is made.
- .2 Any efforts by a Bidder to influence the Government in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning any award of Contract, shall result in the rejection of the bid.
- .3 All submissions shall be regarded as containing proprietary information and shall remain confidential from the public. However, details regarding the final contract award (name of recipient and price) may be publicly announced.

## **2.2 Preliminary Examination – Determination of Responsiveness**

- .1 Preliminary Examination of Bids
  - .1 Prior to the detailed evaluation, the Government will determine whether each bid is substantially responsive to the requirement of the Request for Proposals.
  - .2 The Government will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
  - .3 Government may reject any bid or all bids at this stage.
- .2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation.
- .3 A material deviation or reservation is one which affects or could affect, in any substantial way, the scope, quality, or performance of the services or which limits, in any substantial way, the Government's rights or the bidder's obligations under the contract and rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- .4 A bid determined as not substantially responsive will be rejected by the Government.
- .5 An evaluation and selection committee composed of representatives of Government will evaluate all Bids that have passed the preliminary examination stage. Their evaluation will be based on the pre-determined quantitative and qualitative criteria.

## **2.3 Correction of Computational Errors**

- .1 Arithmetical errors will be rectified on the following basis:
  - .1 Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.
  - .2 Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - .3 Where there is a discrepancy between the individual lump sums and the total amounts derived from the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

## **2.4 Clarification of Bids**

- .1 To assist in the examination, evaluation and comparison of bids, the Government may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or the substance of the bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Government during the evaluation of the bids. The Government may revisit and re-evaluate the bidder's bid or ranking on the basis of such information.

## **2.5 Evaluation**

- .1 **Evaluation Process**
  - .1 Each bid will be reviewed by an evaluation committee to determine if it meets the bid requirements. Failure to meet the requirements for the Request for Proposals may be cause for rejection of the bid.
  - .2 The final selection of a bidder will be determined following the review of all bids, the Technical and Financial bids, and the formal oral presentations, if applicable. The bid price alone will not be the sole determining factor in the selection of the bidder for this work. The Government will consider the bid prices for all bid items

identified herein, together with the bidder's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all bids and to determine which bid is, in the Government's judgment, the most responsive.

- .3 The evaluation and selection committee may, at its sole option, ask for interviews or oral presentations by any bidder(s) participating in this process (creation of a short list). Attendance at any such interview will be at the bidder's expense.

## .2 **Phases of the Bid Evaluation**

The Government will conduct the evaluation of bids in the following phases. Bids will be evaluated to determine the best value offered to the Government.

### .1 **Phase 1 - Bid Responsiveness - Pass/Fail**

- .1 Required documentation: Bids will be reviewed to determine if all required documentation was included with bid submittal as described in this solicitation document.
- .2 Each bid will be reviewed by an evaluation and selection committee to determine if it meets the Request for Proposals' mandatory requirements. Failure to meet the requirements may be cause for rejection of the bid.

### .2 **Phase 2 – Technical Evaluation**

- .1 The submissions will be evaluated according to the Evaluation/Weighting Criteria below.
- .2 The evaluation and selection committee may seek written clarification from any or all prospective bidders in order to better understand and evaluate the responses.

### .3 **Phase 3 - Presentations/Oral Interviews**

- .1 Bidders that submit responses determined to have scored in the competitive range may be invited to present oral presentations for the purpose of introducing key members of the evaluation team, and allowing the Government to fully understand the prospective bidder's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the Government may modify scores and resulting rankings based on the oral presentation.
- .2 The service manager identified in the bid must be the lead presenter in the oral presentation. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original bid.

### .4 **Phase 4 - Financial Evaluation**

- .1 After the technical and oral presentations, the financial offers will be evaluated last.

### .5 **Evaluation Weighted Scoring**

1. Bids will be evaluated and scored in accordance with objective criteria using the weightings set out in the table below.

1. <b>Experience and Capacity</b>	<b>60%</b>
2. <b>Financial</b>	<b>30%</b>
3. <b>Social, Economic and Environmental</b>	<b>10%</b>

**.6 Cumulative Score**

At the conclusion of Phase 4, all the scores for the prior phases will be added and a recommendation will be advanced to award a contract to, or engage in negotiations with, the highest ranking bidder.

**2.6 Award of Contract**

**.1 Award Criteria**

- .1 The Government will award the contract to the bidder that submits the highest ranked bid, which is the bidder whose bid has been determined to be substantially responsive to, the solicitation documents and who, in the opinion of the Government, has offered the best overall submission, taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the bidder's schedule. This may not be the lowest priced bid received.
- .2 The Government does not bind itself to accept the lowest or any bid and reserves the right to reject any bid and, and to annul the tendering process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders, or being under any obligation to inform the affected bidder or bidders of the grounds for the Government's action.
- .3 Prior to expiration of the period of the bid validity, the Government shall award a single or multiple contract(s) to the qualified bidder or bidders with the highest total score based on the evaluation method stated within the instructions to bidders.
- .4 The Government may declare the bidding process void when it is evident that there is a lack of competition or there has been collusion.
- .5 All bids may be rejected if substantially higher than the budget.

**2.7 Negotiation**

- .1 The Government reserves the right to enter into Best and Final Offer negotiations with the successful short listed bidder(s) after the presentations. The Government may enter into discussions and/or negotiations on similar or other terms or offer any modified terms with any short listed finalist(s) prior to entering into a binding contract. The Government shall incur no liability to any bidder as a result of these discussions, negotiations or modifications.

**2.8 Notification of Award**

- .1 Prior to the expiration of the period of bid validity prescribed in clause 3.5 of these instructions. The Government will notify the successful bidder by email and/or registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government will pay to the contractor in consideration of the execution and completion of the works by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Amount").

- .2 The successful bid together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed.
- .3 The Contract may only be accepted by the contractor signing and returning the acknowledgment copy of the contract. Such acceptance shall effect a contract between the parties under which the rights and obligation of the parties shall be governed solely by the terms and condition of the contract.
- .4 The Government will promptly notify the unsuccessful bidders in writing.

## **2.9 Signing of the Contract**

Within 30 days of receipt of the Contract, the successful bidder shall sign, date and return it to the Government.

Failure of the successful bidder to comply with the requirement of Clause 2.9 these instructions to bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (if applicable), in which event the Government may make the award to the next highest evaluated bidder or call for a new bid.

**END OF INSTRUCTIONS TO BIDDERS**

**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

**Notes for the tenderer/bidder**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons Tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principle, state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the process, the bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter.

False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding for future contracts tendered by the Government of Bermuda.

**Confirmation of non-collusion**

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any additional information, other than that contained within the tender pack, or supplementary information provided to all bidders.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of

\_\_\_\_\_