

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C264269
Wolf Laboratories Limited**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Adam Knight E-mail: adam.knight@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Nicholas Moiseiwitsch E-mail: nicholas.moiseiwitsch@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: mantas.lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C264269

TO

Supplier:	Wolf Laboratories Limited
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	E-mail: sales@wolflabs.co.uk
Account Manager:	Name: [REDACTED] E-mail: [REDACTED]

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Name and address for notices:	Name: [REDACTED] Address: Colenso House, 1 Deans Lane, Pocklington East, Riding Of Yorkshire, YO42 2PX
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Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract										
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	☐ (only applicable if this box is checked)										
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☐ (only applicable if this box is checked)										
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))										
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	☐ (only applicable if this box is checked)										
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ (only applicable if this box is checked)										
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))										
Appendix H	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td>☐</td></tr> <tr> <td>2. TUPE on exit</td><td>☐</td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td>☐</td></tr> <tr> <td>4. Induction training for Services</td><td>☐</td></tr> <tr> <td>5. Further Authority obligations</td><td>☐</td></tr> </table>	1. TUPE applies at the commencement of the provision of Services	☐	2. TUPE on exit	☐	3. Different levels and/or types of insurance	☐	4. Induction training for Services	☐	5. Further Authority obligations	☐	(only applicable if one or more boxes are checked)
1. TUPE applies at the commencement of the provision of Services	☐											
2. TUPE on exit	☐											
3. Different levels and/or types of insurance	☐											
4. Induction training for Services	☐											
5. Further Authority obligations	☐											

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	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	☐	
	7. Inclusion of a Change Control Process	☐	
	8. Authority step-in rights	☐	
	9. Guarantee	☐	
	10. Termination for convenience	☐	
	11. Pre-Acquisition Questionnaire	☐	
	12. Time of the essence (Goods)	☐	
	13. Time of the essence (Services)	☐	
	14. Specific time periods for inspection	☐	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐	
	16. Right to terminate following a specified number of material breaches	☐	
	17. Expert Determination	☐	
	18. Consigned Goods	☐	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐	
	20. Management Charges and Information	☐	
	21. COVID-19 related enhanced business continuity provisions	☐	
	22. Buffer stock requirements	☐	
	23. Modern slavery	☒	
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.			☐ (only applicable if this box is checked)

1. CONTRACT DETAILS
(1.1) Commencement Date: Start date shall be on the same date of the last person to sign this order form.
(1.2) Services Commencement Date (if applicable): N/A
(1.3) Contract Price ((i) breakdown and (ii) payment profile): Subject to Annex A Quotation – the total cost of this service under this contract shall be (£195,764.00) (Excl Vat).
(1.4) Term of Contract: This contract shall be deemed to have commenced on the date of the last person to sign this order form. The expiry date of the contract shall be June 28 th 2024.
(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: The supplier shall provide the service as set out in Annex A (Quotation).
(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided: Rosalind Franklin Laboratory, Juno Drive, Leamington Spa CV31 3AR
(2.3) Key personnel of the Supplier to be involved in the Goods / Services: Name: [REDACTED] E-mail: [REDACTED]
(2.4) Performance standards: The supplier shall provide the services according to the Quotation (Annex A) and good industry standards.
(2.5) Quality standards: N/A

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

N/A

3. CONFIDENTIAL INFORMATION (if applicable)**(3.1) The following information shall be deemed Confidential Information:**

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.

(3.2) Duration that the information shall be deemed Confidential Information:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
	

Annex A

Quotation



For:
- rapid pricing on 250 ranges of laboratory equipment
- more value for money special offers
- customer service
- sustainability

QUOTATION
Ref: 2129531

To: Mantas Lukos
Date: 11/04/2024
Valid To: 11/05/2024

Catalogue No	Model	Item	Quantity	List Price	Quote Price	Total
CAS001-75300		Dismantling & Palletising of (32No Total): 3,000mm wide BioMAT2 Robotic Safety Cabinets	32	£8,894.00	£5,625.00	£180,000.00
CAS001-715000		13x Articulated Lorries. UKHSA must have loading equipment (i.e forklift with longer) at loading bay and unloading location. Must be able to accommodate side curtain articulated lorry.	1	£25,171.00	£15,764.00	£15,764.00

Delivery: £0.00
Total: £195,764.00
You're Saving: £114,015.00

Annex B

Statement of Requirement document



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Official: Decommissioning of Equipment at Rosalind Franklin Laboratory

Version: 1

Decommissioning of Equipment at Rosalind Franklin Laboratory

Purpose

The purpose of this project is to decommission the listed lab Equipment safely and efficiently from the Rosalind Franklin Laboratory, ensuring compliance with all relevant health and safety (H&S) regulations and ensuring all parties engaged in the process are aligned and in agreement prior to commencement of any work. This document will act as the statement of requirements for providing quotes and also support any direct face-to-face meetings with all parties.

The UKHSA has equipment originally manufactured by your company, located at Rosalind Franklin Laboratory Rosalind Franklin Laboratory, Juno Drive, Leamington Spa, CV31 3AR and requires that this equipment is removed from the property.

The Supplier is required to disassemble and repackage the named equipment in the Asset List [Section 13] in order for the equipment to be made ready for transport to long term off-site storage.

Equipment shall be disassembled in a manner that ensures it remains capable of being fully operational if required to be reinstated and there is no loss in value of the equipment. Any and all certification necessary to prove such a standard shall be provided by the supplier at the end of the works.

Equipment shall be packaged to a standard that ensures it is fit for transport to off-site storage. Where possible the supplier shall seek to consolidate packaging to minimise the total number of crates and pallets.

The target date for the equipment to be disassembled, packaged and ready for collection is no later than **17 May 2024**. This will require co-operation with UKHSA staff and potentially other Equipment Manufacturers in order to ensure the work is completed on time. Time is of the essence and the UKHSA wishes to secure the necessary capacity and time of your staff to ensure equipment is ready for collection on **17 May**.

Additional Option 1.

Once the equipment is packaged the supplier may be asked to move the crates or pallets to a designated loading area on site. If possible, please provide additional costs and requirements for this function. Access to forklift and handling equipment support from UKHSA warehouse staff will be available. This will be managed by UKHSA.

Additional Option 2.

The UKHSA also wishes to understand the Supplier's ability to provide transport to a designated off-site storage facility once the disassembly and packaging work is complete. Moving to and loading of OEM designated vehicles will be completed by UKHSA Warehouse staff. Vehicle load



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planning will be supplied by UKHSA, with joint approval of OEM. This is an option which may be exercised at the behest of the UKHSA and may not be required. If the option to transport is required, the equipment must be collected from the site by no later than **14 June 2024**.

Scope of Work

1. **Initial Site Assessment:** A thorough site assessment must be conducted to identify how the work will be carried out and any potential hazards or obstacles that may need to be addressed before the removal process can begin. This assessment should include but not limited to:
 - a. An evaluation of the equipment to be removed (and labelled accordingly)
 - b. Determine the safe and correct lifting points/methods for the equipment and any off centre, centre of gravity of the equipment
 - c. The site conditions and restrictions (both internal and external, such as site access)
 - d. How and where the equipment is to be isolated?
 - e. The availability/requirement of heavy equipment (HE), and who is responsible for supplying and operating the HE
 - f. Any potential risks or hazards that may be present in dismantling, in accessing site, and general movement around site and any specific PPE (Personal Protective Equipment) requirements.
 - g. Establish areas, standard required and responsibility for "putting right" such as roof tiles, electrical ducting etc
 - h. Establish whether another party has responsibility for certain access / complex operations – is the landlord responsible for any tasks if so, how will this be funded
2. **Costing:** A detailed breakdown of costs must be provided by the service provider that outlines all fees associated with workforce/labour requirements (or clearly caveated if these are not included e.g. the landlord responsibilities), the stated options, and hire of any HE required to complete the dismantling work. Costs should also clearly indicate whether VAT is applicable or not. Should any additional requirements not initially quoted must be agreed in writing by UKHSA and service provider prior to the additional work being carried out. Any fees incurred that have not been approved in writing, will not be accepted. A change request in any event will be required for auditing purposes in line with contractual obligations.

If the work relies on more than sub-contractors to undertake extrication of equipment and assets then a detailed rules of engagement should be written, considered and upon agreement, signed. This will cover areas such as liabilities and responsibilities ensuring accountabilities at every stage of the programme, in addition an escalation process for supplier, contractor and customer will need to be clearly documented with at least 2 levels of escalation



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3. **Timescale:** A clear timescale for the removal of the equipment must be agreed upon by all parties, including a detailed schedule of work that outlines the tasks and activities to be completed, as well as the deadlines for each. The timescale should consider any potential delays or obstacles that may arise during the removal process and should be regularly reviewed by the dismantling team and updated as needed. As stated above the target dates for completion should drive the operational timescales and resources should be allocated accordingly.

4. **Disassembly, Packing and Wrapping**

The Supplier shall survey the equipment in situ and establish plan to disassemble the full list of equipment in the Asset List. The plan shall be shared with the lead UKHSA representative for their consideration, at which point the UKHSA may request reasonable modification to the plan.

The Supplier shall also provide all necessary certification and warranties at the end of the disassembly that the equipment remains fully operational and suitable for redeployment or resale at current market rate.

The Supplier shall package, wrap, and crate the equipment to ensure it is suitable for transport to long term storage.

The suppliers shall also remove any OEM manufactured reagents and inventory that remain in-situ at RFL. This includes items that are deemed surplus to requirements by UKHSA. These items must be removed of and disposed of in line with the organisations policies and industry standards.

5. **Transport and movement of packaged equipment:** The Supplier may be asked to arrange for transport of the decommissioned equipment (as per option 1 2). The UKHSA shall confirm to the Supplier if this option is required.
6. **Health and Safety:** Ensuring the health and safety of all personnel involved in the removal process is a top priority. The scope of work should include detailed H&S procedures and protocols, including any necessary training and certification requirements, personal protective equipment, and emergency response plans. At the very minimum, Risk Assessments and method statements must be provided by the service provider to cover all distinct tasks associated with dismantlement and removal. Potential impact of the scope of work on third parties must be assessed and mitigated in the Method Statement and subsequent Safe Systems of Work. 

All personnel involved in all aspects of the scope of work, must be suitably trained and evidence of skills provided. All personnel involved should be inducted to the building H&S requirements.

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H&S remains the responsibility of the site location and responsible personnel at this location have overall primacy for its implementation and application. Service providers are therefore required to follow all instructions given by the site personnel, unless the Service provider identifies that instructions would raise the risk level in the scope of work (this maybe a designated individual pre-determined by the site). Where H&S relates to dismantling procedures only and not site safety, the service provider will be responsible for correct safety procedures being followed. All personnel must abide by the site's Personal Protection Equipment (PPE) requirements.

7. **Insurance:** Standard UKWA & RHA (Road Haulage Association) insurance will be provided as an absolute minimum, should additional insurance be required then a premium will be applicable for this schedule
8. **Project Closeout:** On completion of all activities, the project must be formally closed out. This will involve finalizing all necessary documentation and conducting a final check of the equipment and original site where the equipment was held by UKHSA member of staff to ensure all parties are content that the scope of work has been completed and there are no outstanding issues or remaining assets could be resolved. This will include all-site inspection for any potential damage that may have been caused in the removal process. If such issues are highlighted all parties will agree liability and resolution prior to project closure. All parties to provide signatory that the project is closed with no outstanding points of contention.

Communication

Effective communication between all parties involved in the project is crucial for its successful completion. Communication should be made to any third parties that may be affected by the scope of work. Regular meetings should be held between the service provider, UKHSA, and site location representatives. Should any changes be required to the original scope of work, these must be confirmed in writing and agreed by all parties. Any verbal on-site agreements must be followed-up within 24 hours with written confirmation. Any complaints or concerns should also be confirmed in writing from either the service provider or site location to UKHSA. Service provider and site location should not engage independently from UKHSA.

Onsite Management/Oversight

The dismantling team should appoint an experienced project manager to oversee the entire removal process, ensuring that all work is completed to a high standard and in compliance with health and safety regulations. On-site manager is to be present on-site until the completion of the project. Any third-party services utilised by the overall service provider must also be project managed and always overseen whilst operating on site.

The location of the equipment is - Rosalind Franklin Laboratory, Juno Drive, Leamington Spa CV31 3AR



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The equipment is located - Designated Laboratory areas.

While on site the Supplier shall liaise with named UKHSA staff to ensure they are aware of key activities and where necessary shall seek clarification or authorisation to proceed. UKHSA staff shall be named in advance of the visit.

Health & Safety Owner

The dismantling team should appoint a designated H&S owner to ensure that all relevant safety procedures are followed throughout the project, with any incidents documented and presented to UKHSA within H&S protocols. It is envisaged that the adoption of the site owners H&S rules and incident reporting protocols will be utilised to inform the UKHSA of any potential near misses / incidents that have occurred. Up to date ELI / PLI insurance certificates, location of accident book, site safety manuals and first aid provision must be provided by the site owner in advance of any work commencing.

Liability

The liability for any damage or injury caused during the removal process should be clearly defined and agreed upon by all parties involved in the project. It should be noted that UKHSA is not liable for any injury or damage caused during the removal project. This should be clearly communicated to all stakeholders involved in the project. The service provider (including any associated subcontractors engaged by the service provider) and site location must provide sufficient evidence to UKHSA of liability policy and insurance where applicable.

Damage Penalties

Any company taking on the dismantling project must be aware that they may incur penalties for any damage caused to the Equipment or the building site during the removal process, where the service provider is proven to be directly liable. It is essential to take all necessary precautions to minimize the risk of damage, and any damage that does occur must be promptly reported to UKHSA and digital photographic evidence taken to support any further actions.

Access Rights

The service provider should be granted the necessary access rights to the building location to carry out the removal process prior to the start of the project. Temporary passes with correct access levels should be given to everyone on the team associated with the dismantling work.

Working Hours

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The working hours for the removal process should be agreed upon in advance and communicated to all relevant parties.

Onsite HE Access

The project team should be granted access to any relevant onsite heavy equipment (HE) required for the removal process.

It is the responsibility of the service provider to have suitably qualified personnel (in-date) to operate any HE. UKHSA reserve the right to request checks on any licenses (qualifications) as required.

Additional HE

As part of the removal project, it may be necessary to use additional heavy equipment (HE) to facilitate the dismantling and removal of the Equipment from the site. The service provider will liaise with the UKHSA for any additional HE required for the project, ensuring that the equipment is suitable for the task and meets all necessary safety requirements. Any costs associated with the rental of additional HE should be detailed in the costing.

Packing/Wrapping

Packing standard required must be detailed and agreed prior to transportation of the equipment. All equipment should be safely and securely packed and wrapped for transport by the dismantling, following appropriate procedures and guidelines to avoid any damage during transport/storage. Any charges associated with shrink wrapping/bubble wrapping should be included in the costings. This may include machinery required to apply either type of wrapping.

Site Condition (Post Dismantling):

The site should be left in a clean and tidy condition post dismantling, with any debris or waste removed from the site. Final sign-off of the site condition should be agreed with on-site company and the service provider, this should align with the standard agreed in the assessment. UKHSA may attend this final sign-off.

Asset ListWorksheet - Item
list.xlsx



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UKHSA should ensure that the service provider has access to assembly line schematics prior to work commencing to allow suitable recording and cross-referencing of asset serial numbers against assembly lines and pallets used for dismantling. It is the responsibility of the service provider to compile a complete list of individual asset serial numbers as well as collective non-serialised items that link to each assembly. Service provider must be able to provide sufficient evidence that all assets have been decommissioned, but also show that they match to the asset schematics for every assembly line dismantled. Photographs will be taken to record assets against the asset / serial number list provided by UKHSA in Excel format

Post Dismantling Reports (PDR)

A full PDR must be submitted by the service provider on completion of dismantling. This must include:

- Completed asset schematic, with asset and serial numbers to each assembly line clearly notated
- A complete pallet inventory that cross-references to the asset schematic by individual assembly line number
- Any non-serialised items (such as ducting or wire looms) should be consolidated into individual containers, clearly referenced to separate assembly lines
- Digital photographic evidence of each item pre and post dismantling on pallet must be included
- Any damaged items, assets, building should be clearly referenced and identified in a separate section of the report
- Completion statement to confirm site is clear, tidy, and all required assets (countersigned by site company/UKHSA) decommissioned

The Supplier shall ensure all the listed requirements in this document are taken into consideration as part of their initial quotation and subsequent work (if approved via Change Request to the Contract). No provision or term in the Contract shall be overridden by this Change Request.

Quotations

Please provide a quote for the following:

Core Requirement:	
Disassembly and Packaging of all assets on the Asset List to the standard described within this document.	£



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Option 1: Core Requirement plus Movement of packaged equipment to a designated loading site within RFL	£
Option 2: Core Requirement plus Collection and Delivery to UKHSA off- site storage within the UK	£

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Annex C

Wolf Laboratories Limited

	A	B	C	D	E	F
1	Instrument Name ▾	Location ▾	Room ▾	Manufacturer ▾	Model ID ▾	Serial Number ▾
2	CAS_001	LL1	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-1
3	CAS_002	LL1	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-2
4	CAS_003	LL1	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-3
5	CAS_004	LL1	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-4
6	CAS_005	LL1	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-5
7	CAS_006	LL2	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-10
8	CAS_007	LL2	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-9
9	CAS_008	LL2	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-8
10	CAS_009	LL2	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-7
11	CAS_010	LL2	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-6
12	CAS_011	LL3	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-11
13	CAS_012	LL3	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-12
14	CAS_013	LL3	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-13
15	CAS_014	LL3	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-14
16	CAS_015	LL3	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-15
17	CAS_016	LL4	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-20
18	CAS_017	LL4	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-19
19	CAS_018	LL4	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-18
20	CAS_019	LL4	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-17
21	CAS_020	LL4	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-16
22	CAS_021	LL10	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-26
23	CAS_022	LL10	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-27
24	CAS_023	LL10	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-28
25	CAS_024	LL10	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-29
26	CAS_025	LL10	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-30
27	CAS_026	LL11	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-21
28	CAS_027	LL11	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-22
29	CAS_028	LL11	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-23
30	CAS_029	LL11	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-24
31	CAS_030	LL11	Sample Preparation	CAS	Bio2 Robotic 3000x1600	C2811-25
32	CAS_TABLE_01	Other	Other	CAS	N/A	N/A
33	CAS_TABLE_02	Other	Other	CAS	N/A	N/A
34	CAS_TABLE_03	Other	Other	CAS	N/A	N/A
35	CAS_TABLE_04	Other	Other	CAS	N/A	N/A
36	CAS_TABLE_05	Other	Other	CAS	N/A	N/A