

Our ref: itt_4276

FMG,

Head of Commercial &
Procurement – Operations
Highways England
The Cube
199 Wharfside Street
Birmingham
B1 1RN

13th December 2019

Sent via Bravo

OFFICIAL – SENSITIVE

Dear

**HIGHWAYS ENGLAND VEHICLE RECOVERY CONTRACT (2020-2027)
OJEU 2019/S 141-347459**

On behalf of Highways England Company Limited I write to inform you that your Offer dated for carrying out the above-named contract is accepted.

Your tender, as amended by the following documents when incorporated into the enclosed Deed of Agreement will form a binding contract between yourselves and Highways England:

- Responses presented by FMG at the Sustainability Assessment Meeting of – detailed within the presentation
- Updated Commercial Workbook reflecting a as submitted in the spreadsheet issued to Highways England via Bravo
- Highways England Vehicle Recovery Contract Data Issue 1 - please complete and return this. This supersedes Issue 0 of this document, with the addition of Clause Z13.4 to address Intellectual Property Rights in relation to the Traffic Officer Mobile Responsive Portal (TOMRP) and Control Room Incident Screen.

I am enclosing a copy of a Deed of Agreement for carrying out this contract. Please execute and return **TWO** copies of the Deed.

Please note that a Deed executed under hand must be signed either by two Directors, by one Director and the Company Secretary or by a Director in the presence of a witness; if executed under your seal please arrange authentication by a Director and the Company Secretary or by two Directors.

The enclosed Deed of Agreement provide for these options - please choose just one and execute them accordingly.

Once executed please return the Deeds to [REDACTED] at the following address:

Highways England
The Cube
199 Wharfside Street
Birmingham
B1 1RN

Please return the Deeds by [REDACTED]. We will then apply the Highways England's common seal and return one copy for your retention.

You acknowledge that any documents and information submitted by you as part of your Tender or for sustainability purposes, represent your proposals for meeting Highways England's requirements, but do not in any way override or modify those requirements.

You will remain liable to comply with all the obligations set out in the documents forming part of the Contract. You will not be relieved from compliance with these obligations by any:

- a) Due diligence or sustainability check carried out by Highways England on any part of your Tender;
- b) Evidence, assumptions or other information provided by you with your Tender or for the purposes set out in paragraph (a) above; or
- c) Clarification requested by Highways England and provided by you (whether orally or in writing) as part of the assessment process.

Please treat the contents of this letter as strictly confidential until Highways England makes a public announcement about the award of the contract. I should also remind you at this time of the requirements of paras 1.1.5 and 1.1.7 of the Instructions for Tenderers, as they relate to Confidentiality, the relevant extracts are reproduced below. In the light of recent cases where there has been press reporting in advance of contract award or announcement it is especially important that these conditions are adhered to and that full confidentiality is maintained.

1.1.5 Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed Highways England Vehicle Recovery Contract (2020-2027).

1.1.7 The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they

remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, 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 their tender response. If a Tenderer is unable or unwilling to comply with this requirement it is required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

Thank you once again for your involvement in this competition and we look forward to working with your company.

Yours sincerely



Head of Commercial & Procurement – Operations