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| --- | --- |
| Our ref: itt 2549Your ref:  | Services Business Partner - Procurement4th FloorLateral8 City WalkLeeds LS11 9AT<http://highwaysengland.co.uk/>Direct Line: **Redacted**  |
| IPL Information Processing LimitedEveleigh House,Grove Street,BathBA1 5LR | 22nd March 2016 |

# For The Attention Of Redacted

Dear Sirs

# SEVERE WEATHER INFORMATION SERVICE (SWIS)

# OJEU REFERENCE 2015/S 170-309870

On behalf of Highways England Company Limited, I accept your tender dated 5th November 2015 for the above Contract.

This letter and the documents listed below (in no order of precedence) form a binding contract between Highways England Company Limited and yourselves:

1. Your Tender
2. Form of Tender
3. Severe Weather Information Services (SWIS) contract consisting of:
	* Fair Payment Charter
	* Anti-Fraud Code of Conduct
	* Anti-Bribery Code of Conduct
	* Anti-Collusion Certificate
	* SWIS Motivating Success Toolkit (MST)
	* Main Agreement (Terms and Conditions)
	* Schedule 1 (Definitions)
	* Schedule 2.1 (Services Description)
	* Schedule 2.2 (Performance Levels)
	* Schedule 2.3 (Standards)
	* Schedule 2.4 (Security Management)
	* Schedule 2.5 (Insurance Requirements)
	* Schedule 2.6 (Service Improvement)
	* Schedule 3 (Customer Responsibilities)
	* Schedule 4.1 (Service Provider Solution)
	* Schedule 4.2 (Commercially Sensitive Information)
	* Schedule 4.3 (Notified Key Sub-Contractors)
	* Schedule 4.4 (Third Party Contracts)
	* Schedule 4.5 (Selection Criteria)
	* Schedule 5.1 (Software)
	* Schedule 5.2 (Escrow Terms)
	* Schedule 6.1 (Implementation Plan)
	* Schedule 6.2 (Milestones and Deliverables)
	* Schedule 6.3 (Testing Procedures)
	* Schedule 7.1 (Charges and Invoicing)
	* Schedule 7.2 (Payments on Termination)
	* Schedule 7.3 (Benchmarking)
	* Schedule 7.4 (Financial Distress)
	* Schedule 7.5 (Financial Reports and Audit Rights)
	* Financial Model
	* Schedule 8.1 (Governance)
	* Schedule 8.2 (Change Control Procedure)
	* Schedule 8.3 (Dispute Resolution Procedure)
	* Schedule 8.4 (Records Provisions)
	* Schedule 8.5 (Exit Management)
	* Schedule 8.6 (Business Continuity and Disaster Recovery)
	* Schedule 8.7 (Conduct of Claims)
	* Schedule 9.1 (Staff Transfer)
	* Schedule 9.2 (Key Personnel)
	* Schedule 9.3 (Customer Relationship Manager and Customer Representatives)
	* Schedule 9.4 (Staff Vetting)
	* Schedule 10 (Guarantee)
	* Schedule 11 (Assets Register)
	* Schedule 12 (Quality Plan)
	* Schedule 13.1 (Provisions Regarding the Customer Premises (Non Lease/Licence Version))
	* Schedule 13.2 (List of Customer Premises)
	* Schedule 13.3 (Service Provider’s Premises)
	* Clarifications dated:
		1. 24th December 2015
		2. 7th January 2016
		3. 15th February 2016
		4. 17th February 2016
		5. 19th February 2016
		6. 23rd February 2016 (messages sent at 09:34 and 12:00)
		7. 14th March 2016.

The Contract price is £3,641,837.53 excluding VAT.The operative period of the Contract will be 3 years with a provision to extend for up to 2 years in 12 month increments subject to satisfactory performance and further approvals. The contract commencement date shall be 22nd March 2016.

The key personnel offered by the Contractor and accepted by the Authority to work on the Contract are listed in the Annex to this letter.

Invoices should be forwarded direct to Highways England Company Limited, FS Payments, The Cube, 199 Wharfside Street, Birmingham, B1 1RN quoting the appropriate BPA, release and the cost centre numbers (please note the Project Sponsor, **Redacted**, will be contacting you shortly with a BPA and release number to quote on your invoices).

I am enclosing a copy of the Severe Weather Information Service (SWIS) Agreement for carrying out this contract. Please can you print out two copies of the Severe Weather Information Service (SWIS) Agreement, seal or sign as a Deed under hand both copies of the Agreement and return both copies to **Redacted** at the following address:

Highways England

4th Floor

Lateral

8 City Walk

Leeds

LS11 9AT

by Thursday 31st March 2016. We will then apply Highways England’s common seal and return one copy for your retention. **Please note –** a Deed executed under hand must be signed by two directors or by one director and the company secretary; if executed by seal, please arrange authentication by a director and the company secretary or by two directors.

Please could you confirm safe receipt and understanding of this letter by sending a confirmation message to **Redacted** through the eTendering Portal.

Yours sincerely

**Redacted**

Services Business Partner - Procurement

# ANNEX TO ACCEPTANCE LETTER

# CONTRACT – SEVERE WEATHER INFORMATION SERVICE (SWIS)

# OJEU REFERENCE 2015/S 170-309870

The key personnel from the team proposed in IPL’s tender are listed below:

|  |  |
| --- | --- |
| Name | Grade/Title |
| **Redacted** | SWIS Project Manager |
| **Redacted** | SWIS Service Portfolio Manager |