WK Health Security Agency UK Health Security Agency Nobel House 17 Smith Square LONDON, SW1P 3HX

UK Health Security Agency

Flexiform Business Furniture Limited FAO **1392** Leeds Road, Bradford West Yorkshire, BD3 7AE

Dear Sir/Madam

Contract Award for: Provision of Office Furniture - FURN-22174-2022 Reference Number: C110834

The Authority wishes to formally award the Contract for FURN-22174-2022 This letter and the documents listed below form the binding contract, listed in order of precedence, between yourselves and the Authority.

- (i) Call-Off Schedules RM6119 Provision of Office Furniture
- (ii) Joint Schedules RM6119 Provision of Office Furniture
- (iii) Your Tender response dated 25 November 2022
- (iv) This Agreement Letter
- (v) The Authority's response to clarification against the tender documentation (attached as Appendix A); and
- (vi) Security Aspects Letter Agreements (x2)

It is agreed that:

- 1. The Contract effected by the signing of this Agreement Letter constitutes the entire Agreement between the Parties relating to the subject matter of the Contract and supersedes all prior negotiations, representations or understandings whether written or oral.
- 2. In this Agreement words and expressions shall have either the same meanings as are assigned to them herein or in Condition 1 of the Terms and Conditions of Contract, as appropriate.
- 3. The Contractor shall provide the goods and services in accordance with the Contract.
- 4. The Parties shall be entitled to such rights and be subject to such obligations as are imposed by the Contract.
- 5. The period of the Contract delivery will be for 2 years commencing on 16/02/2023 and terminating on 16/02/2025 (with the option to extend up to a further 16/02/2027.
- 6. The total contract price is £200,000 exclusive of Value Added Tax, with an option to increase this to £400,000 through extensions.

The Contractor should sign, scan and return this Agreement Letter to acknowledge the formation of the contract using the Business Management System (BMS) messaging facility.

On receipt of a signed copy, the Authority will arrange to add its signature and return a copy of the Agreement Letter for your file.

Please contact the UK Health Security Agency on receipt of this Agreement Letter to organise the commencement of the work.

It is important to note that the Agreement Letter (and by implication the Contract) must be signed unaltered in any way. Any amendment without the prior written approval of the Authority will render the document void.

The Authority looks forward to working with you and your team.

For the Supplier

Signed:	
Full Name:	
Position:	
Date:	

For the UK Health Security Agency

Signed:	
Full Name:	
Position:	
Date:	

Appendix A: Tender clarifications questions and response

The clarification questions (against the tender documentation) received by the Authority with responses it provided is summarised in the table below:

Ref	Question	Response
CQ1	Please can you advise if alternative products of the same quality and design will be acceptable?	Yes, alternative products will be acceptable so long as they meet the design and quality requirements outlined in the pricing schedule and the SoR. Please include product information in tab H within the case studies, specifying the product details, catalogue numbers, and a link where suitable. The remainder of the pricing schedule should be completed as standard.
CQ2	Please can you confirm if the case studies within the pricing schedule are for evaluation purposes only or do you intend to purchase those products at the submitted rates with the successful bidder?	Thank you for your question - the case studies are for evaluation purposes and will not be the basis of future orders - these will vary by site.
CQ3	 Can we please clarify the below: 1. The "Property Portfolio" document appears to be out of date. As UKHSA has released Wellington House and Windsor House and will soon release Nobel House, how much opportunity for the supply of new office furniture is there under this ITT and Contract? 2. Given that the opportunity for new office furniture may be limited under this procurement, is this contract to be used for the procurement of RM6119 Associated Services (as detailed in section 3.12 and 3.28 of the RM6119 Framework Schedule 1 Specification) as well as for the supply of new furniture? 	 An up-to-date property portfolio document will be posted shortly. However, despite some minor changes within UKHSA's property portfolio, we still operate across several regions and have had multiple requests for furniture from various sites, including for a programme of site refurbishments across UKHSA. As well as this, we also have homeworking requests that will need to be fulfilled. As it stands, we do have a sufficient demand for furniture across our sites which has made this procurement activity a priority for UKHSA. As mentioned above, there is sufficient demand for new office furniture. End-of-life disposal for furniture may largely be serviced by a removals service for which procurement activity is currently live, however sites may need associated services, including the transfer or disposal of furniture from time to time. Please outline

r s 2 0	3. Are there sections of the "How to Bid" document missing as the content list goes from section 2 to	associated costs for these services within the pricing schedule under Tab 3 Non Core Items, if offered.
	section 7? 4. In section 7.3 of the How to Bid document the award criteria weighting is listed as Technical 60%, Commercial 30% and Social Value 10%. In section 9.4	3. No sections of the document are missing - unfortunately there was an error in labelling which will be rectified with an updated document.4. The correct ratio is 40:50:10 pertaining to quality/price/social
	the Quality/Price/Social Value weightings for this procurement are listed as 40:50:10. This appears to be	value, and the updated document will reflect this.
	contradictory. Please could you clarify.	5. Competitive pricing is an important factor in this procurement, in
	 5. There appears to be no product evaluation element to this procurement. Is that correct? This will inevitably result in a "lowest common denominator" pricing approach by all suppliers. Is that the intention? 6. In Case Study 3 within the pricing schedule you have specified Orangebox Air22 and Air24 pods. As this is very prescriptive, are we able to price for an equivalent alternative if we choose to within Case Study 3? 7. In all Case Study sections of the pricing schedule you have specified CMD Capsule desk top modules. Again this is prescriptive so can we price for an equivalent alternative if we choose to? 8. Within the Statement of Requirements document, you mention Working from Home requirements in section 7.6 and 7.13. As the product, delivery and installation charges for home-working may be different to those contained within the Case Studies do you need us to cost these separately? 	order to meet target savings levels and deliver value for money for our sites. The technical envelope covers questions regarding the quality of goods and delivery - as this is a framework call-off contract, we rely on quality checks conducted by CCS and suppliers meeting the minimum H&S standards and certifications. Suppliers will also be bound to the framework schedules' terms and conditions. The quality of furniture will also be managed post contract award and suppliers will be required to meet KPI target
		levels for furniture ad service quality as outlined in Attachment 3. 6/7. Equivalent alternatives will be suitable for case study items - please outline the price, associated delivery costs, and provide descriptions of the items within the pricing schedule, including links
		 and/or catalogue numbers. 8. Yes - please provide a breakdown of costs associated with delivering items to employees who are working from home. You may do this within the additional associated services table under tab 3 - Non Core Items