

4Call-Off Tasking Form Part A to EW&C

CALL-OFF TASKING FORM – DSTL/EWC/CSM/01 Lot 2

~~DRAFT/FINAL~~ AMENDMENT

To: [REDACTED UNDER FOIA EXEMPTION]	From: [REDACTED UNDER FOIA EXEMPTION]
Issue No: 1.0, 2.0, 2.1, 3.0 Issue Date: 31/05/2022	
<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">REQUIREMENT</div> <p> Date Quotation Required: <i>Self-delivered:</i> 03/12/2021 (20 working days) <i>Competed:</i> (30 working days) </p> <p> Project Manager: [REDACTED UNDER FOIA EXEMPTION] Technical Lead [REDACTED UNDER FOIA EXEMPTION] </p> <p> Call-Off Task Title: Same as Dstl iCAS requisition name Call-Off Task <input checked="" type="checkbox"/> / Change <input type="checkbox"/> </p> <p> Required Start Date: 06/06/2022 Required End Date: 29/09/2023 </p> <p> Requisition No: 1000169673 </p> <p> Description: Please see attached Dstl Extra Mural Research (EMR) Statement of Requirement (SoR) reference: 'EW&C L2 DIAMOND FLOW 2 Construct- Requisition 1000169673 DF2 task1' for full details of this requirement </p> <p> Primary Core Capability Lot: <div style="margin-left: 20px;"> Engineering design, manufacture & assessment <input type="checkbox"/> Cyber, software & modelling <input checked="" type="checkbox"/> Sensor, sensor system and signature measurement <input type="checkbox"/> Trials and capability operation <input type="checkbox"/> </div> </p> <p> If the requirement falls within any other Lot please detail: <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> </p> <p> Taxonomy sub-lot: <div style="margin-left: 20px;"> 1.01 Engineering design, manufacture & integration <input type="checkbox"/> 1.02 Technology development <input type="checkbox"/> 1.03 Systems engineering & integration <input type="checkbox"/> 1.04 Characterisation, fault finding and repair of systems <input type="checkbox"/> </div> </p>	

- 2.01 Modelling (including real time models) ☐
- 2.02 Software ☒
- 2.03 Cyber Environment and EW Scene Representation ☒
- 2.04 Algorithm Development and Digital Signal Processing (DSP) ☒
- 2.05 Cyber System security ☐
- 3.01 Sensor and sensor array performance characterisation including associated mechanical and electrical systems. ☐
- 3.02 Signature measurements of equipment including but not limited to the following types of signature: Radio Frequency, Electro Optic, Underwater ☐
- 4.01 Conduct of laboratory and associated equipment capability operation and maintenance tasks for EW&C facilities/laboratories/equipment. Including facilities on 3rd party sites ☐
- 4.02 Conduct EW&C trials and trials related sub tasks & analysis and reporting of trial results ☐
- 4.03 Operation of complex electro mechanical systems in a laboratory test environment ☐

CALL-OFF TASK DESCRIPTION AND SPECIFICATION

Call-Off Task to be completed under Pricing which is at the Authority's discretion:

Firm Price ☐ Ascertained Cost ☒

Target Cost Incentivised Fee ☐ Other ☐ please specify

Firm Pricing shall be in accordance with: DEFCON 127 ☐ DEFCON 643 ☐ DEFCON 649 ☒

Ascertained Costs DEFCON 653 ☒

Call-Off Task to be completed under DEFCON 703 ☒ or DEFCON 705 ☒

DEFCON 14 ☐ DEFCON 15 ☐ DEFCON 16 ☐ DEFCON 90 ☐ DEFCON 91 ☐

DEFCON 126 ☐

DEFCON 315 ☐ (To be used in conjunction with DEFCON 15 & 16)

DEFCON 602A (Deliverable Quality Plan) ☐ or DEFCON 602B (Quality Assurance) ☒

Note: IP Clarification:

1. All information to be generated will be identified as deliverables during Work Plan development. IP rights in the deliverables will be addressed during Work Plan development. The default position will be DC705 with full rights in all background IP, however exceptions may be agreed in writing on a task-by-task basis.
2. Where more than one contractor is involved in delivering a task (e.g. stripy team) a lead contractor shall be determined who will sub-contract to other participants. The lead contractor shall be identified at the Work Plan Definition stage. The lead contractor will be made responsible for ensuring a contractual relationship is in place with their sub-contractor(s) sufficient to meet our requirements in information delivery and IP rights in the deliverables.

3. Foreground training material created for use in the T&DP shall be shared with The Authority as a deliverable. DC705 shall apply. All background IP (which includes 3rd party IP and any COTS materials) shall be delivered with (and marked as being) full rights – however exceptions may be agreed in writing on a case-by-case basis. In addition, The Authority additionally has the right that those organisations which DC705 clause 12 indicates are, or may be, permitted to use the full rights information, may also create modifications of it (for example by deleting and adding information from another contractor) and may modify its markings (for example simplifying them, changing their format, presentation and location, and clarifying what information they apply to, whilst adding other markings associated with another contractor), provided that the modified markings continue to identify copyright ownership and The Authorities rights in the delivered information.

DEFCON 658 ☐ Cyber Risk Level – [[REDACTED UNDER FOIA EXEMPTION]

Call-Off Task Directed ☐ Non-Directed ☒

If Directed specify Supplier name: N/A

DELIVERABLES – Are detailed within Dstl's SOR section 1.6

Deliverable: Acceptance / Rejection Criteria

DEFCON 524 Rejection ☒ period (30 days)

DEFCON 525 Acceptance ☒ period (30 days)

ISSUE OF EQUIPMENT/MATERIAL/INFORMATION – As detailed within Dstl's SOR section 4

QUALITY STANDARDS – As detailed with Dstl's SOR section 2

SECURITY CLASSIFICATION OF THE WORK

[REDACTED UNDER
FOIA EXEMPTION]

LIQUIDATED DAMAGES (*Define a genuine pre-estimate of the Authority's loss, as a result of late delivery of the Articles by the date(s) specified in the delivery schedule at Part B and C below.*)

'Not Applicable'

'STEP IN' RIGHTS (*Define the applicable triggers to seek alternative sourcing arrangements, if the impact of delivering Contractor Deliverables to the specified time, quality and cost has a significant impact on the delivery of the overall programme.*)

'Not Applicable'

Commercial Contact: EW&C Contract Manager

Contact: [REDACTED UNDER
FOIA EXEMPTION]

Any Call-Off Task placed as a result of your quotation will be subject to the Terms and Conditions of Contract Number DSTL/EWC/CSM/01

Call-Off Tasking Form Part B to EW&C

CALL-OFF TASKING FORM [Return from Contractor]

To: [REDACTED UNDER FOIA EXEMPTION]	From: [REDACTED UNDER FOIA EXEMPTION]
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1. **Proposal Reference** 20211221-DF2_Proposal_v1.1- (attached)

Delivery of the requirement:

Self-delivered ☒ **Supply-chain delivered** ☐

Supplier	Proposal Reference	Version	Date
BAE Systems Applied Intelligence	20211221-DF2_Proposal_v1.1	V1.1	31/01/2022

1. Background

This Proposal is submitted in response to the Statement of Requirements (the “SOR”) and the individual activities stated within the Call-Off Tasking Form Part A (reference 1000169673).

This task is being self-delivered by BAE Systems Applied Intelligence.

2. Deliverables

The Contractor shall deliver the deliverables as set out in Section 7 of the Technical Proposal.

3. Resources

[REDACTED UNDER FOIA EXEMPTION]

4. Implementation Plan

REQ 1000169673 will start on T0 and complete in T0+14 months (i.e. Jun 22 – Sept 23).

5. Dependencies

Dependencies are listed out in Section 8 of the Technical Proposal.

6. Acceptance

The process and criteria for Acceptance for each deliverable is as detailed in the respective Work Plan.

All reports submitted shall be in accordance with ATHENA guidelines, in accordance with the Technical Proposal.

7. Risks

The risks are detailed in Section 11 of the Technical Proposal.

8. Special Terms

This Call-Off Tasking Form Part B (the "Proposal") is submitted under the terms of the Framework Agreement for Electronic Warfare & Cyber referenced DSTL/EWC/CSM/01 dated 26th November 2015 (the "Contract"). It is based on the special terms set out in this Proposal, which, notwithstanding clause 3.1 of Section 2 (Special Conditions) of the Contract, shall take precedence over the terms and conditions contained within the said Contract.

Acceptance

For the purposes of DEFCON 524 and DEFCON 525, the express period for the right to reject any deliverable and where Acceptance is deemed to have occurred shall be 30 calendar days from delivery.

Purpose

For the purposes of Clause 5.2.2 of Section 2 (Special Conditions) of the Contract, the purpose for this Call-Off Task is as set out in the SoR. The Parties agree that any additional purpose which the Authority either expressly or impliedly makes known to the Contractor before or after the date of this Call-Off Task must be either added as an update to this Call-Off Task prior to signature, or amended through the appropriate change control procedure under the Contract. Where such an update or amendment is not made, the purpose identified within this Call-Off Task shall take precedence and the Authority cannot rely on any purpose not formalised in accordance herewith.

Remedy Period

For this Call-Off Task, the Parties agree that for the purposes of Clause 13.2 of Section 2 (Special Conditions) of the Contract, the Contractor shall have a period of 30 days to remedy a breach (if such a breach is remediable) prior to the Authority terminating the Call-Off Task.

Intellectual Property

Any background intellectual property used as part of this Call-Off Task shall be identified in a separate document and shall be subject to clause 5 of DEFCON 705 and shall remain vested in the Contractor or its Sub-Contractors or other suppliers (as appropriate).

Export

The Contractor is not aware of any export requirements for this Call-Off Task. Obligations related to export as set out in the Contract shall therefore not apply to this Call-Off Task, and the Authority shall be responsible for all export control requirements arising under this Call-Off Task.

Advice

Whilst AI will exercise all reasonable skill, care and diligence in the performance of this service, it remains the responsibility of Dstl to employ its experience and judgement in interpreting the technical information and results generated from the Task. Thus, save as set out in this Tasking Order Form, no liability can be accepted with respect to the accuracy of the technical information and results and their eventual use. Please note AI's advice is limited to technical solutions. AI is not able to give advice, judgement or views as to the legal impact or consequence of any technical solution.

Warranty of Information

The contractor does not provide any warranty correctness or accuracy of information provided to or from its Sub-Contractors.

Protection of Personal Data

The Contractor will not be processing any Personal Data under this Call-Off Task.

Limit of Liability

Subject to Clauses:

1.2, the Contractor's liability to the Authority, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract, in respect of:

- a. Clause 3 of DEFCON 76 shall not exceed 150% per event; and
- b. Loss of or damage to any articles, software or issued property that is outside the scope of DEFCON 76 shall not exceed 150% of the Task Value; and
- c. Loss of Authority Data shall not exceed 150% of the Task Value; and
- d. Breach of Contract, negligence and third party claims, excluding any third party claims under DEFCON 632, shall not exceed 150% of the Task Value.

1.2 Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- a. under DEFCONs 531 and 632; or
- b. for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors; or
- c. for fraud, or fraudulent misrepresentation; or
- d. for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- e. for any other liability which cannot be limited or excluded by law.

COVID 19

The spread and longevity of the COVID-19 virus continues to evolve and although BAE Systems is taking reasonable action to reduce the impact on programme and service delivery, quantifying that impact on the future delivery of this programme is not currently possible. Our proposal therefore assumes that our normal operations will be utilised in the provision of the services and we will work through with you any changes required to that approach depending on the specific circumstances encountered.

It is assumed that any changes to the solution, delivery plan or price required as a result of or in connection with the impact of the COVID-19 virus will be subject to the Change Control Process.

TOP LEVEL BREAKDOWN OF PROPOSAL PRICES *(to be completed by the Contractor)*

The ascertained cost price to the Authority will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

The Total Price is inclusive of expenses, materials, 5% discount and the Self-Delivery Management Charge where applicable. The price is broken down as per the attached spreadsheets.

All prices detailed in this Proposal are in £ sterling and exclusive of Value Added Tax, which shall be charged at the prevailing rate.

Any uplift to the Tier 1 / BAE AI rates after 30 November 2022 will be in accordance with the current price structure and as such will be capped at a maximum of 3%.

This Proposal is valid until 30/06/2022.

Payment Milestones	Date	Value £
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T&M		As per individual work plans
Total Proposal Price £9,900,000 (ex VAT)		
Start Date: T0 <hr/>	End Date: 30/09/2023 <hr/>	
Signed on behalf of the Contractor:		[REDACTED UNDER FOIA EXEMPTION]
Name: [REDACTED UNDER FOIA EXEMPTION]		Date: 08/06/2022
GENERATED IP Provide details of IP generated by Sub-Contractors and ensure that a DEFFORM 177 has been completed and returned to the Authority.		
SUB-CONTRACTOR	DETAIL OF IP GENERATED	

Call-Off Tasking Form Part C to EW&C

1. Offer of Contract: (to be completed by Dstl Call-Off Task owner and forward to Dstl Commercial Services for approval)	
Dstl Commercial Officer: [REDACTED UNDER FOIA EXEMPTION]	Tel: [REDACTED UNDER FOIA EXEMPTION]

Requisition Number:

**Contractor's Proposal
Reference, Issue No. and Date:**

20211221-DF2_Proposal_v1.1, V1.1.
Dated 31/01/2022.

Commercial Approval:

[REDACTED UNDER
FOIA EXEMPTION]

Purchase Order Number: *As per individual work plans awarded under the Construct.*

CHESS: Contract Purchase Agreement : PA0000000346.

Please Note: Call-Off Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted. Any work carried out prior to issue is at the Contractor's own risk

2. Unqualified Acceptance of Offer: *(to be completed by the Contractor and return to Dstl Commercial Services)*

Contractor's Name:

Tel:

Position in Company:

Signature:

Date:

Please Note: Call-Off Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted and confirmation to proceed has been sent to the Contractor. Any work carried out prior to issue is at the Contractor's own risk

3. Record of Authorised changes

Change Issue Number	Date of Issue	Reason for change
1.0	05/11/2021	Issue of COTF at request for proposal stage.
2.0	21/12/2021	Issue of COTF reference proposal v1.0 dated 21/12/2021

2.1	31/02/2022	Issue of COTF reference proposal v1.1 dated 31/01/2022.
3.0	31/05/2022	Dstl requested Revised duration for DF#2 June 2022 to September 2023. In addition requested cap of 3% to BAE Rates during the sunset period 01/12/22 to 30/11/23.

Call-Off Tasking Form Part D to EW&C

2. COMPLETION OF CALL-OFF TASK *(to be completed by Contractor and returned to the nominated Dstl Call-Off Task owner as detailed in Section 1- **failure to return completed Part D could result in the final payment being delayed**)*

Confirmation Deliverables have been delivered in accordance with Part A and Part B: Y ☐ N ☐ Contractors comments:

Call-Off Task Start Date: Call-Off Task Completion Date:

Final Invoice Submitted on: Final Invoice Value

Supporting Contractor Comments regarding the Call-Off Task delivery:

Call-Off Task completed to Dstl's satisfaction *(to be completed by Dstl Call-Off Task owner)*

Signed: Date:

Supporting Dstl
Comments regarding
the Call-Off Task
delivery:

The Dstl nominated Call-Off Task owner shall forward a copy of each COMPLETED Call-Off Tasking form to: Dstl Commercial Services