



Ministry
of Defence



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**Distribution as per attached list of
suppliers invited to submit a tender for ITT
UKMFTS/2017/03**

ASDOT
Defence Equipment & Support
Building 1300, Ground Floor, #7001
MOD Abbey Wood
Bristol
BS34 8JH

23rd August 2018
Our Reference: ITN/UKMFTS/2017/03

Invitation to Negotiate
Reference No. UKMFTS/2017/03

You are invited to Tender for UKMFTS/2017/03 - Air Support to Defence Operational Training (ASDOT) in competition in accordance with the attached documentation.

The requirement is for provision of live flying assets and technical capabilities to produce effects in support of training and assurance requirements as follows, in no particular order:

- Air Warfare and Anti-Air Warfare
- Air Power Contribution to Maritime Operations (APCMO)
- Electronic Warfare and Threat Simulation
- Air Traffic Controller Currency, Ground Based Air Defence and Aerospace Battle Manager Training
- Air Land Integration
- Weapons system training, trials, operational assurance, and test and evaluation.

The anticipated timeframe for the Contract award decision is June 2020, please note that this is an indicative date and may change.

You must submit your Tender to arrive no later than 09:00 on the 13th December 2018. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Please confirm receipt of this Tender invitation and that you have access to the ITN on the AWARD® software tool to the following e-mail address;

DESUKMFTS-ASDOT-Cmrcl-Industry@mod.gov.uk

Yours faithfully

T Hughes
DES UKMFTS COMMERCIAL EXECUTIVE

List of Suppliers Invited to Submit a Tender for ITT No. UKMFTS/2017/03

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
LEONARDO MW LTD	Sigma House, Christopher Martin Road Basildon, SS14 3EL +44 (0) 1268 885204	Chris Jennions
FR AVIATION LIMITED (trading as Cobham Aviation Services)	Brook Road, Wimborne, Dorset BH21 2BJ +44 (0) 1202 703231	Mark Butler
BABCOCK AEROSPACE LIMITED	33 Wigmore Street, London, W1U 1QX +44 (0) 1202 365209	Christy Johns
THALES UK LIMITED	350 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF +44 (0) 1293 587 374	Steven Berry

Invitation to Negotiate for

UKMFTS/2017/03

Air Support to Defence Operational Training (ASDOT)

Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Negotiate.** The DEFFORM 47 sets out the key requirements that You need to meet in submitting a valid Tender. It also sets out the Conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - AWARD Tool
 - Correspondence and clarification question
 - Authority notifications
 - Applicability of TUPE
 - Authority’s Advisers
 - Bidders Conference
 - US-UK Defence Trade Cooperation Treaty
 - Further Guidance on Security
 - IR35 Off-Payroll Rules
 - Section B – Key Tendering Activities
 - Section C – Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Guidance on content of the Tender
 - Section D – Tender Evaluation
 - Section E – Instructions on Submitting Tenders
 - Submission of your Tender
 - Submission via AWARD
 - Submission via Tender Board
 - Negotiations
 - Best and Final Offer
 - Section F – Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
 - DEFFORM 47 Annex B – Tender Evaluation
 - DEFFORM 47 Annex C – Not Used
 - DEFFORM 47 Annex D – Additional GFA
 - DEFFORM 47 Annex E – Conditions to be included into Contract if MOD basing solutions

taken.

- DEFFORM 47 Annex F – Required Insurance Response Table
- DEFFORM 28 – Tender Return Label

- **Draft Contract Documents**

- Schedule of Requirements
- Contract Conditions
- Schedule 1 – Definitions
- Schedule 2 – List of Acronyms and Abbreviations
- Schedule 3 – Statement of Work
- Schedule 4 – Additional Work
 - Annex 1 – Task Authorisation Form
- Schedule 5 – Price and Payment
 - Annex 1 - Price for Schedule of Requirements
 - Annex 2 - Charging Rates for Additional Work
 - Annex 3 - Milestone Payment Plans
- Schedule 6 – Performance Management
- Schedule 7 – Contract Management and Governance
 - Annex 1 – Qualifications and Experience
 - Annex 2 – Contract Deliverable Requirements List (CDRL), Data Item Descriptions (DIDs) and Contract Data Requirements (CDR)
 - Annex 3 - Meetings
- Schedule 8 – Government Furnished Assets
 - Appendix 1 – Government Furnished Equipment (GFE)
 - Appendix 2 – Government Furnished Resource (GFR)
 - Appendix 3 – Government Furnished Information (GFI)
- Schedule 9 – Master Data Assumptions List
- Schedule 10 – TUPE
- Schedule 11 – List of Military Aviation Authority Regulatory Publications
- Schedule 12 – Bank or Parent Company Guarantee
- Schedule 13 – ASDOT Security Aspects Letter
- Schedule 14 – Montreal Protocol
- Schedule 15 – Design Rights and Patents (Sub-Contractors Agreement)
- Schedule 16 – Required Insurances
- Schedule 17 – General Data Protection Regulations
- Schedule 18 - Appendix – Addresses and Other Information

Section A – Introduction

Definition

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.
- A2. “Award Criteria” means the mechanism, as described in Section D, which the Authority will utilise to decide which tenderer will be made an offer of contract
- A3. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A4. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A5. “Contractor Deliverables” Means the Articles and/or the Services which the Contractor is required to provide under the Contract.
- A6. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a Tender response, competitive dialogue or negotiation.
- A7. “Preferred Bidder” means a Tender which after evaluation, in line with the Award Criteria at Section D, has the lowest final evaluation score with whom the Authority will now solely negotiate with the aim of awarding a contract.
- A8. “System Requirements Document (SRD)” The SRD is available via the Data Room and is to be used for information only.
- A9. A “Tender” is the offer that you are making to the Authority.
- A10. “ A “Third Party” is any person who is not an employee of the Tenderer as defined at Schedule 1 of the draft contract.
- A11. "You" this means an action on you the Tenderer.
- A12. Any undefined terms in this ITT shall take the same meaning of the definitions provided under Schedule 1 of the draft contract.

Purpose

- A13. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:
- a. Tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information You must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and
 - e. Contract Conditions that shall apply in the event the Authority awards a contract following this competition.
- A14. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A15. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed in the DEFFORM 47 invitation to Tender letter.
- A16. The requirement was advertised by the Authority in the OJEU dated 21/11/2017,

publication number 2017/S 223-464999, with reference to the requirement for ASDOT following the Competitive Negotiated Procedure, under the Defence and Security Public Contracts Regulations 2011.

ITT Documentation and ITT Material

A17. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A17.c, which at a minimum will require You to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make You liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the designated Commercial Officer at paragraph A29 if You decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the designated Commercial Officer at paragraph A29 to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A18. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A17 above.

Tender Expenses

A19. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A20. You must inform the Authority in writing if there is any material change in control, composition

or membership of your organisation and / or consortium members, including any Sub-Contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A21. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition Systems Guidance (<https://www.gov.uk/acquisition-operating-framework>).

Consultation with Credit Reference Agencies

A22. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

AWARD® Tool

A23. The Authority is using AWARD® software as an electronic tendering tool for the project. AWARD® will be used to:

- Allow You to raise and respond to clarification question;
- Provide access to documents shared by the Authority; and
- Provide a portal for formal submission of Tenders.

A24. The Authority will also provide access to a digital Data Room via the AWARD® System where Government Furnished Information will be held for use by Tenderers with a security classification up to Official Sensitive. Information on this Data Room is contained in Section C, paragraphs 22 to 25.

A25. Each tendering organization can apply for up to two (2) individual logins to the AWARD® system. The login details will be forwarded from AWARD®. AWARD® is an intuitive Internet based system and contains on-line guidance. AWARD® will be used to manage distribution of the ITN, supporting documents, and collection of tender material. To access the system a user will need to state that he or she has read the Terms and Conditions and accepts them.

A26. AWARD® has a built in “help” function which should be able to assist you during the tendering process.

A27. AWARD® alerts users that they are required to perform some actions as a result of Tenderer Requests, Notifications or clarifications. The alerts can be seen when logged into AWARD®.

A28. Clicking on My Alerts will take the user to a table of the Alerts. From that table the user can click to the Tenderer Request, clarification or Notification as required. Once dealt with, the Alert may be safely deleted without affecting the originating item.

Correspondence and clarification question

A29. All correspondence, other than clarification questions, shall follow the procedure set out in A32 to A35 below, shall be sent to the Authority’s designated Commercial Officer as follows:

DESUKMFTS-ASDOT-Cmrcl-Industry@mod.uk
Mr R Northcott
Building 1300, #7001
MOD Abbey Wood
Bristol, BS34 8JH
Tel: +44 (0)30679 86977

A30. You shall provide a single, named individual to act as the focal point for all communications with the Authority in connection with this ITT. This person shall be clearly identified in the Tender response. Tenders shall provide this information on receipt of the ITT to the point of contact stated in A29.

A31. Requests for extensions to the Tender return date will not normally be granted. All requests for extensions will be considered by The Authority and will only be granted in exceptional circumstances. The Authority will seek to provide a response within 5 (five) Business Days of any request.

A32. Clarification questions shall be raised via the clarification question process on the AWARD® tool as outlined in para A27. Clarification questions may only be raised by other means in exceptional circumstances and always via the Authority's designated Commercial Officer as stated in A29. In these circumstances the Authority will try to address the issue that is preventing submission of the question via the AWARD® tool, and once resolved ask You to submit the question again via the correct route before providing any response.

A33. From the Submit Response menu on the AWARD® tool click on the Tenderer clarification question item and follow the instructions. The Authority point of contact will be notified of your request. The person that raised the request will be alerted by AWARD® when a response is available. Each clarification question shall consist of a single topic. The answers to all clarification questions received by the Authority from Tenderers will be shared with all Tenderers on a non-attributable basis. Clarification questions posed by the Authority following Tender submission will not be shared.

A34. All clarification questions must be submitted using the AWARD® tool which will require the Tenderer raising the Question to indicate a level of importance which will dictate the deadline for a response. You must not approach any other representative of the Authority during the competitive process to seek information or clarifications relating to this ITT/requirement outside of the formal clarification process. You must ensure all your clarification questions are submitted to the Authority by the 30 November 2018 specified in section B. The Authority reserves the right not to respond to queries submitted after this date.

A35. The Authority will follow the same clarification process after submission of the Tenders for the purpose of raising questions with regard to proposals as it deems appropriate. All Tenderers shall endeavour to respond within the requested period of time. If a Tenderer is unable to provide a response by the deadline, it will explain why and provide a date when a response will be given. This clarification process will continue to be used throughout the negotiation phase.

Authority Notifications

A36. Subject to paragraphs A37 and A38, the Authority will automatically disclose all clarification question and the Authority's responses to them to all Tenderers, removing the names of those who have raised the clarification question(s). Tenderers will be alerted by AWARD® at the same time that a notification is available, which will be available from the Authority Notifications item in the Submit Response menu. Tenderers are therefore advised not to include any commercially sensitive information in any clarification question submitted.

A37. If, however, a Tenderer considers that it is impossible to submit a clarification question without including commercially sensitive information, the Tenderer shall, when submitting the clarification question:

- a) state that the clarification question contains what the Tenderer believes to be commercially sensitive information;
- b) identify which specific part(s) of the clarification question contain commercially sensitive information; and
- c) explain why the information is believed to be commercially sensitive.

A38. The Authority will consider the Tenderer's reasons and may choose to discuss the matter with the Tenderer before deciding whether to:

- a) respond to the clarification question; or
- b) reject the clarification question.

A39. If the Authority decides that it will respond to the clarification question, it will also decide whether to communicate to other Tenderers the clarification question and the Authority's response to that Question. The decisions of the Authority in relation to these matters shall be final.

A40. If the Authority decides that it will disclose the clarification question to the other Tenderers, the Tenderer may withdraw the clarification question by notifying the Authority's designated Commercial Officer via email no later than 1 (one) Business Day from when the Authority communicates its decision to the Tenderer.

A41. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 (ten) Business Days to submit your Tender.

A42. The Authority will follow the same clarification process following submission of the Tenders for the purpose of raising questions with regard to proposals as it deems appropriate. This clarification process will continue to be used throughout the negotiation phase.

Applicability of TUPE

A43. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is Your responsibility to consider whether or not TUPE applies to this ITT and to Tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE may not apply if this ITT results in a Contract being placed, as there will be a six months gap between the expiry of the current contract and the commencement of the new Contract, although the Authority shall not be liable for the opinion expressed above. In the event that the Authority's view of the applicability of TUPE changes, you will be advised and provided with the necessary TUPE data. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

A44. If you have a contrary view to that of the Authority on the applicability of TUPE You are strongly encouraged to submit both a TUPE and non-TUPE Tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE Tender will be considered, otherwise the Tender conforming to the Authority's view will be considered.

Authority's Advisers

A45. The Authority is seeking subject matter expert advice from sources external to the Authority,

to assist on issues related to the requirement and in assessing Tenders from Tenderers.

A46. The advisers currently appointed are:

- a. AWARD® adviser – Commerce Decisions Ltd, subsidiary of QinetiQ
- b. Ernst & Young LLP
- c. Willis Insurance Services
- d. Mills and Reeve LLP
- e. Paragon

A47. The Authority reserves the right to engage from time to time with such other external advisers as it considers may be necessary or desirable and we will inform you within 10 (ten) Business Days of our engagement.

A48. You are responsible for ensuring that there are no conflicts of interest either between your own advisers or those of the Authority and are to take appropriate action where necessary to avoid any such conflict. You must notify the Authority of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such conflict.

Bidders Conference

A49. The Authority is planning to run a Bidders Conference on 4th September 2018. The venue will be Defence Academy, Shrivenham. Details will be sent to You closer to the event. You must provide the name(s) of those attending the Bidders Conference to the designated Commercial Officer at paragraph A29, by the date shown below in Section B, so that access to the site can be arranged. You are requested to nominate no more than 10 (ten) representatives to attend.

A50. The Authority requests that, should you have questions you would like addressed at the Conference, You forward those questions to the designated Commercial Officer detailed at paragraph A29 in advance. Please ensure that the questions are forwarded at least 5 (five) Business Days before the date of the Conference.

A51. The Authority will record all questions asked, and all answers given, during the Bidders Conference. The written questions and answers will be distributed to all potential Tenderers following the Conference.

A52. The Authority will not provide information above the classification OFFICIAL SENSITIVE. If You choose to send representatives to the Bidders Conference, they must hold security clearance at SC level.

US-UK Defence Trade Cooperation Treaty

A53. Should the Tender propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), You shall in furtherance of its compliance with DEFFORM 47 inform the Authority so that the Authority can decide whether the export can or cannot be made under the auspices of the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to You. If the Authority decides that use of the Treaty for the export is permissible, it is nevertheless the responsibility of the Tenderer to make a final decision whether it wishes to avail itself of that route for the export concerned if it is awarded the Contract.

Further Guidance on Security

A54. Further advice and guidance regarding security issues can be found at the below address:

{ HYPERLINK "<http://www.gov.uk/government/publications/industry-security-notices-isns>" }

IR35 OFF-PAYROLL RULES

A55. The Off-Payroll Rules (Intermediaries Legislation – IR35) for working in the Public Sector are in place to ensure that where a worker would have been an employee if they were providing their services directly, they are broadly paying the same Tax and National Insurance Contributions (NICs) as an employee.

A56. The Authority has decided that the provision of this service is out of scope of this legislation, for this particular requirement.

A57. Where the worker is supplied through a contractor rather than being employed directly then the provisions of these conditions must be included in any terms between the Contractor and the Off-Payroll Employee.

A58. Periodic reviews will be implemented to re-assess determination. These will be undertaken if any part of the requirement changes from in-scope to out of scope or vice versa and prior to contract amendments being issued.

Section B – Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference ¹	On release of ITN	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference ¹	28 Aug 2018	Tenderers	Designated Project Manager
Bidders Conference	04 September 2018	The Authority	All Tenderers
Dates for Site visits to RAF Leeming and RAF St Mawgan	RAF Leeming 19 Sept 2018 RAF St Mawgan 27 Sept 2018	The Authority	N/A
Final date for clarification question / Requests for additional information	30 November 2018	Tenderers	AWARD [®] tool
Final date for Requests for Extension to return date ²	16 November 2018	Tenderers	Designated Commercial Officer
The Authority issues Final clarification Answers	07 December 2018	The Authority	All Tenderers ³
Tender Return	13 December 2018	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	17 December 2019 to 28 February 2019	The Authority	N/A
Negotiations	07 March 2019 to 31 July 2019	The Authority	N/A
Submission of Best and Final Offer	October 2019	Tenderers	AWARD [®] tool

Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives an opportunity to ask questions about the requirement. You must provide the name(s) and level of security clearance of those attending the Bidders Conference to the designated Commercial Officer, by the date shown, so that access to the site can be arranged.
2. You must make requests for an extension in writing (email is sufficient) to the designated Commercial Officer named at A29, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your

question disclosed, You must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. In this event the Authority will endeavour to ensure that you have at least 10 (ten) Business Days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font, size 11. Prices must be in £GBP ex VAT. Prices must be in accordance with para C13 b.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. Your Tender must be valid / open for acceptance for 304 (three hundred and four) Calendar Days from the Tender return date. Upon completion of the negotiation phase Your revised Tender needs to be submitted which must be valid / open for conditional acceptance for 250 (two hundred and fifty) Calendar Days. If you are issued a successful contract award decision letter, Your final Tender must be open for acceptance for an additional 120 (one hundred and twenty) Calendar Days from the date of issue by the Authority of the relevant contract award decision letter.

Variant Bids

C5. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the Tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Guidance On The Content Of The Tender

C7. To assist the Authority's evaluation process it is essential that Your proposal is prepared and submitted in accordance with the structure as follows:

Volume 1 – Executive Summary

C8. Volume 1 shall provide a standalone description of the salient points of Your entire proposal, including commercial, programme and project management proposals. This shall not include any pricing information. The Executive Summary shall set out the Contractors company structure, to include an organisational structure chart with clear lines of communication, and describe how You will enable the ability to work effectively within the proposed structure.

Volume 2 – Technical Proposal

C9. You shall provide a comprehensive detailed description of your proposed service arrangements in accordance with the instructions and guidance contained in this ITT. Your proposals in Volume 2 must provide the Authority with an in-depth understanding of how You intend to meet the technical requirements of the Contract in order to give the Authority confidence in how You expect to deliver the service.

C10. You will be required to design a solution that technically meets the:

- a. Training Profiles. The Training Profiles are examples of activities across the ASDOT Requirement. Your Tender must meet the ASDOT elements in the Training Profiles, as

these are pass / fail requirements. These Training Profiles are designed to test the full range of your Tender's capabilities. It should be noted that the provided Training Profiles are examples, purely for the purposes of evaluating your Tender. The actual missions, profiles and effects that You will be required to deliver will be tailored to meet the Outcomes required by the Authority but will include elements of these profiles which are specific to that mission;

- b. Technical Compliance Matrix; and
- c. Volume of activities and effects contained within the technical data pack. In respect of the System Requirements contained within the technical data pack the following definitions shall apply;

Priority Level		Definition	Authority to Trade
M	Mandatory Requirement	A System Requirement, generally a user constraint, designated as such for legal or safety reasons and which may not be traded.	Not available for trade.
K	Key Requirement	A System Requirement that is normally driven by a Key User Requirement. A Key System Requirement (KSR) may not be traded below the Threshold without major implications for capability / project feasibility.	If the project cannot meet this level of effectiveness it must be returned to the SRO for re-approval of its military worth. Trading will require re-submission to the Approval Authority who will be the Investment Approvals Committee.
1	Priority 1 Requirement	Highest priority reflecting a primary System Requirement that may drive design and/or cost and which may tolerate acceptable levels of risk to achieve the aim.	Trading will require reference back to SRO (Air Cap ACOS Del)/ Programme Board.
2	Priority 2 Requirement	A secondary System Requirement, which may have design and/or cost implications but will not tolerate project risk to achieve the aim.	Trading decisions will be referred to the Programme Director for adjudication.
3	Priority 3 Requirement	Lowest priority reflecting a tertiary System Requirement, which may have design implications but will not have cost implications and which will not tolerate project risk to achieve the aim.	Trading decisions will be taken by the Requirements Manager.

C11. You shall include within Volume 2:

- a) Training Profiles. For each mission within each Training Profile You shall indicate compliance or non-compliance depending which is appropriate, and shall include detailed and cogent reasons in any instance where non-compliance is indicated. For each line, You shall give a reference to where the corresponding evidence is contained within this Volume 2. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_TRAINING_PROFILE_ver_1_00_20180809.xlsx). You shall also include a powerpoint storyboard for each Training Profile and mission in a format similar to that provided by the Authority and contained within the data room. Your powerpoint storyboards shall contain sufficient information with appropriate cross-references to your sources of evidence to provide the Authority with sufficient confidence of your level of

compliance;

b) Total number of hours for Your solution. You shall detail the total amount of Time on Task and Transit Time to deliver Your solution. These hours should be split into those delivered using physical assets and those delivered using constructive assets. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_TRAINING_PROFILE_HOURS_ver_1_00_20180809.xlsx);

c) Top Twenty (T20) Criteria. For each System Requirement, You shall indicate the level of performance as appropriate, and shall include detailed and cogent reasons in any instance where non-compliance is indicated. For each line, You shall give a reference to where the corresponding evidence is contained within this Volume 2. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_T20_ver_1_00_20180809.xlsx);

d) Compliance matrix. For each System Requirement, You shall indicate compliance or non-compliance depending which is appropriate, and shall include detailed and cogent reasons in any instance where non-compliance is indicated. For each line, You shall give a reference to where the corresponding evidence is contained within this Volume 2 A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_TECHNICAL_COMPLIANCE_MATRIX_ver_1_00_20180809.xlsx);

e) Proposal for Schedule 3 - Statement of work of the draft contract. You will provide a proposed statement of work (SOW), this must reflect the proposal being made by You against the Contract Data Requirements as Stated in Schedule 7, detailing all of the Data Item Descriptions (DIDs). The SOW will form Schedule 3 (*statement of work*) in the final Contract and will become legally binding. As a minimum, this must include:

(i) Transition Phase Plan (DID 13) including a completed schedule providing details of when specific Missions are to be available. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_TRANSITION_PHASE_PLAN_SERVICE_DELIVERY_ver_1_00_20180809.xlsx); and

(ii) Standard Operating Procedures (DID 17)

f) Documents in line with Contracts Data Deliverable List contained at Annex 2 to Schedule 7 (*Contract Management and Governance*) of contract documents.

g) Military Aviation Authority Regulatory Publications (MRP). It is assumed, unless otherwise demonstrated, that any solution will require Aircraft to be registered on the UK Military Register. You shall submit as part of your submission a populated MRP Applicability & Compliance Matrix containing compliance statements with justification and evidence against ITN Schedule 11. This will be matured as part of the tendering and negotiation process. The specific Regulatory Articles are detailed within the table at Appendix 1 to Schedule 11 (*List of Military Aviation Authority Regulatory Publications*). Your attention is drawn to the column entitled “**MAA RA Priority (bidders)**” where each RA is categorised as follows;

(i) MRP RA Priority 1: To be populated by You at ITN. You are to provide evidence of competence with each specific RA within their Tender response;

- (ii) MRP RA Priority 2: To be populated during negotiation phase and matured through the transition phase of the Contract;

Volume 3 – Financial and Commercial Proposal

C12. Volume 3 shall contain your commercial and financial proposals, including price and payment arrangements, operating cost templates, the scope, content and format of which shall be in accordance with the instructions and guidance contained in this ITT.

C13. Within Volume 3 You shall include:

- a. Draft Contract Schedule 5 – Price and Payment
- i) You are required to populate a Schedule, incorporating price and payment information as specified in C13 b. and C13 c. below, to be evaluated in line with Section D of this ITT.
- Payment and delivery plan for the Transition Phase including key deliverables. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_3_TRANSITION_PHASE_PLAN_FINANCIAL_ver_1_00_20180809.xlsx);
 - Payment plan for Monthly Fee;
 - Pass Through Costs - This is limited to fuel commodity costs; and
 - Charging rates to be applied to any additional tasking as covered in Schedule 4 Annex 2 of the draft contract during the Contract Period
- b. Price information. A template for your response is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_3_FINANCIAL_ver_1_00_20180809.xlsx):
- i) A firm price proposal for the first 4 (four) years of the Contract in respect of Schedule of Requirements Item 1. The Annual Contract Prices for the remaining 6 (six) years of the Contract, shall be Fixed in accordance with the Variation of Price (VOP) formula at Schedule 5 (*Price and Payment*) Clause 1.3.1. Your proposal must separate the transition price from the in-service support prices;
- ii) A firm price proposal for Schedule of Requirements Item 2;
- iii) A firm price proposal for Schedule of Requirements Item 3;
- iv) A firm price proposal for Schedule of Requirements Item 5 (Option 1) Contract Year 11. In the event that the Authority takes up any or both of the irrevocable options at Schedule of Requirements Items 4 and 5 the Annual Contract Prices for Contract Years 12 to 15 shall be determined utilising the agreed firm price for Contract Year 11 as the baseline for the application of the Variation of Price (VOP) formula at Schedule 5 (*Price and Payment*) Clause 1.3.1;
- v) A firm price proposal for Schedule of Requirements Item 5 (Option 1) Contract Year 11 in the event that the Authority takes up both Options 1 and 2 at the same time. The Annual Contract Price for Contract Years 12 to 15 shall be determined utilising the agreed firm price as the baseline for the application of the Variation of Price (VOP) formula at Schedule 5 (*Price and Payment*) Clause 1.3.1;

- vi) The firm and fixed prices offered for Schedule of Requirements Items 1, 5, 6 and 7 shall consist of separate elements for the Fixed Management Fee and individual Flying Hour Rates for each Aircraft type offered to fulfil the requirements of the Contract. Both the monthly service payments and individual flying hour rate prices shall be subject to the Variation of Price (VOP) formula as described in Schedule 5 (*Price and Payment*). You are required to provide a justification for the rationale behind your proposal;
 - vii) You are to provide a split between the Non-Variable Element (NVE) and Variable Element (VE) of your prices offered that will be subject to the VOP formula in Schedule 5 (*Price and Payment*); and
 - viii) Estimated fuel consumption per Contract Year in litres.
- c. Payment:
- i) Draft milestone payment plans for the Transition Phase. Milestone payment plans shall be based around achievement of tangible service delivery outputs with associated specific acceptance criteria as agreed in the Transition Phase Plan. During the Transition Phase of the Contract Your payment plans shall identify and be based around key events or deliverables. An example of a milestone payment could be the delivery of individual elements of the required service which demonstrate your capability to deliver service outputs during the Transition Phase. Failure to deliver these key events or deliverables will be designated as potential termination events in accordance with Clause 7.9 (*Termination*) of the draft contract; and
 - ii) You may propose different payment plans for different elements of your solution, which in aggregate reflect the whole solution, but shall, as a minimum, propose separate draft payment plans for the Transition Phase and service delivery. For the avoidance of doubt, the Authority is not seeking different options for the same payment plans.
- d. VAT Treatment. In accordance with DEFCON 513 of the draft contract the Contractor shall be responsible for the determination of VAT liability and remains a Contractor risk. You are requested to approach HRMC for a ruling on the VAT treatment applicable to your solution and to deliver this within Volume 3 – Commercial and Financial proposal;
- e. International Financial Reporting Standard (IFRS) 16 information. In order to comply with IFRS 16 accounting standards the Authority will require additional information post Tender submission in order to determine accounting treatment of the structure of your bid. The Authority will advise you in writing of the additional information it requires which shall be provided to the Authority's designated Commercial Officer; and
- f. Conflict of Interests Compliance Regime (where applicable); and
- g. Operating cost templates completed in accordance with the instructions at D19.
- h. Required Insurances as detailed at 2.16 of the draft contract.

Your proposal shall include a detailed response to the insurances requirements contained within the draft terms and conditions at Clause 2.16 and Schedule 16 using the table at Annex F.

Draft Conditions of Contract

C14. Commercial Compliance Matrix. Unless there are exceptional circumstances to justify any change, You are expected to accept the terms and conditions of the draft contract (including the standard DEFCONs) without amendment, and should note that compliance with the draft contract

will form part of the Authority's Tender evaluation. Where You have identified exceptional circumstances, which justify a change, You shall provide a commentary on each clause where change is proposed. This commentary shall explain the basis and rationale for any objection to the existing drafting, and the absence of comment on any clause will be taken as unqualified acceptance of that clause. You shall not submit any substitute or additional drafting to the draft contract.

C15. . Your response to the terms and conditions of the draft contract shall also include:

- a) Commercial Compliance Matrix as contained at Annex B with reference to any deviations or where partial compliance is offered.
- b) Proposed Intellectual Property Rights (IPR) Conditions.
 - (i) The Authority will require the ability to step in should the Contractor fail in its obligations, or in the event of unforeseen circumstances such as merger, legislative change etc. The Authority will take sufficient rights to enable such step- in, and for continuity of the service by a successor contractor at the end of the Contract period. Depending on the service contracted for, this could mean extending any Third Party software licenses to the Authority and the Authority's nominated representative for a pre-determined time before and after the set expiry date, access to operating manuals for any hardware, and associated permissions to use any of the Contractor's assets for this step in or transition period.
 - (ii) The Contractor may choose to develop documentation, hardware or software to deliver the Contract. The Authority will expect to take user rights in all such technical data, and any germane management or operational data, through DEFCONS 14, 15, 16, 21, 90, 91 and 126 or a successor condition. The Authority will require the Contractor to enter into a confidentiality clause similar to DEFCON 531.
 - (iii) The Authority will, depending on the solution, require rights in technical publications for the operation and maintenance of Third Party Commercial off the Shelf (COTS) or Military off the Shelf (MOTS) components of the proposed solution.
 - (iv) Where appropriate, and depending on the solution proposed, the Authority may take ownership of certain intellectual property (for example, reports on the operation of Third Party systems, and training information, or any controlled information that the Authority determines has no commercial benefit to the Contractor).
 - (v) The Authority notes that parts of a solution may be predicated upon the acquisition and operation of systems or subsystems controlled by foreign export control, including potentially US Foreign Military Sales articles. The Contractor will ensure that such restrictions are considered in their proposal with sufficient detail to show how any such barriers can be overcome with minimal risk to the Authority or to the Contractor's ability to deliver the Contract.
 - (vi) You shall include within Volume 3 - Financial and Commercial Proposal a draft proposal in respect of IPR that will satisfy the Authority requirements detailed above.
- c) In respect of change management, the draft contract at Clause 4.3 (Continuous Improvement) and Clause 4.4 (Efficiency Savings) obligates the Contractor to report to the Quarterly Performance Review Meeting on new and evolving relevant technologies and efficiency savings available to improve the Service. You shall include within Volume 3 a draft proposal on how you intend to satisfy the Authority's requirements.
- d) The Authority has included a Performance Management regime at Schedule 6 to the draft contract that includes 2 Key Performance Indicators. Whilst the Authority requires a minimum of 98% Completed Tasks per Calendar Quarter to satisfy the Service You may

propose bands between 98% (ninety-eight percent) and 95% (ninety-five percent) with no less than 2 (two) bands where intermediate deductions will be applied. Each band should be a whole number and the variation in deduction for each band should be no less than 1.5%.

Volume 4 – Management and Governance

C16. No prices shall be included in this Volume. Any reference to a cap or remedy should be in percentage terms. You are required to provide documentation in response to the requirements as stated in DIDs 1 to 12, and 20 to 24 of Annex 2 Schedule 7 of the Contract documents, Your response needs to be cognisant of any conditions stated in Schedule 7.

C17. Volume 4 shall include the following:

Government Furnished Assets (GFA)

C18. The Authority's preference is that no GFA, other than that already identified within this ITT, are provided in support of delivery of the ASDOT requirement. In the event that you consider that additional GFA is essential to the delivery of your solution or you believe that the Authority can provide items of GFA that would provide better value for money, You shall provide a full justification as to why you believe this to be the case. This must include an assessment of the risks and benefits to the Authority. You are advised that any request for further GFA will be evaluated by the Authority in relation to the financial impact to the Authority and the relative value for money and risk to the Authority in providing the requested assets, and shall be provided in the Evaluation Matrix. You should not assume that requests for additional GFA will be accepted, the Authority will confirm during the negotiation process availability of requested additional GFA in order to inform your best and final offer.

C19. Schedule 8 (*Government Furnished Assets*) of the draft contract within this ITT contains a list of the GFA to be provided to You for the purposes of You compiling bids in response to this ITT and any subsequent resulting Contract. DEFFORM 47 Annex D contains details of additional GFA that the Authority will consider making available to You.

C20. Government Furnished Information (GFI) will be made available to Tenderers for the purpose of bidding and is provided subject to the terms of paras A17 and A18. This information will be held over two locations, a digital Data Room hosted by AWARD® and a physical Data Room.

C21 Access to the digital Data Room is controlled via login accounts. You can have up to 2 (two) accounts. Accounts can be requested via sending an email to DESUKMFTS-ASDOT-CmrcI-Industry@mod.uk. Include in the email the name(s) of those requiring access, only one name can be allocated to each account.

C22 The digital Data Room will contain the following information;

Index Ref No.	Document
1	Index
2.1.1	ASDOT Training Profile Architectural Depictions: Air Warfare
2.1.2	ASDOT Training Profile Architectural Depictions: APCMO
2.1.3	ASDOT Training Profile Architectural Depictions: EW & TS
2.1.4	ASDOT Training Profile Architectural Depictions: ATC, GBAD and ABM
2.1.5	ASDOT Training Profile Architectural Depictions: ALI
2.1.6	ASDOT Training Profile Architectural Depictions: Weapon System Training, Trials, Operational Assurance and Test & Evaluation
2.2	ASDOT Datapack
2.3	ASDOT Information Exchange Requirement (IER)
2.4	ASDOT Basing Infrastructure GFA: RAF Leeming & RAF St Mawgan
2.5	Not Used
2.6	ASDOT TAA Clarification Letter
2.7	ASDOT Security Grading Guide
2.8	ASDOT System Requirements Document (SRD)
3.1	JSP 491 Cryptographic Handling Instructions
3.2.1	JSP 506 UK Peacetime Air/Ground Word Call Sign Policy, Instructions and Allocation Pt 1
3.2.2	JSP 506 UK Peacetime Air/Ground Word Call Sign Policy, Instructions and Allocation Pt 2
3.3.1	JSP 918 Joint Terminal Attack Controller Policy Pt 1
3.3.2	JSP 918 Joint Terminal Attack Controller Policy Pt 2
3.4.1	JSP 919: Joint Fires Safety Policy Pt 1 Directive
3.4.2	JSP 919: Joint Fires Safety Policy Pt 2 Guidance
4.1	BRd 767 Naval Aviation Orders
4.2	BRd 9274 Maintenance of Operational Capability (Surface Ships, Submarines & RFA)
4.3	BRd 9275(1) Operational Sea Training Guide Volume 1
4.4	BRd 9904 Flight Profiles and Threat Simulation (Redacted)
4.5	BRd 9424(1)) Vol 1: Fleet Operating Orders (FLOOs)
4.6	BRd 9463 Maritime Capability Trials and Assessment (MCTA) Trials Guide
5.1	ATP 3.3.2.1 Tactics, Techniques and Procedures for Close Air Support and Air Interdiction
5.2	Joint Publication 3-09.3
5.3	Joint Publication 3-13.1 Electronic Warfare Operating Directive
6.1	Defence EW Policy dated 29 May 14
6.2	United Nations Office for Ocean Affairs and the Law of the Sea - The Law of the Sea Current Developments in State Practice No.II
7.1	JEWOSC Pod Data Book
7.2	Maritime Multi Link Programme Message Implementation Plan (MIP)
7.3	1Gp ASO Air Training Instructions
7.4	Airworthiness Strategy Template
7.5	Procedures for the Control of Non-Operational Jamming (PCNOJ)
8.1	RAF St Mawgan – CAD Map
8.2	RAF St Leeming CAD Map DWG No C-LEEM-FULL-SITE-002

C23 There will be a physical Data Room where data that is classified above Official will be contained. Only UK Nationals who hold a Security Clearance at SC level will be able to access the room. To arrange access to this room please email DESUKMFTS-ASDOT-Cmrcl-Industry@mod.uk with name, nationality, date of birth and security clearance level held of those requiring access. Please allow at least 2 (two) weeks' notice so that access arrangements can be made and to allow the Authority time to confirm security clearances are in place.

C24 Those who have booked access to the physical Data Room will be required to bring their passport as proof of identity and nationality before being granted access.

C25 The physical Data Room will contain the following;

- a. Combined Adversary Replication Guide CARG;
- b. Aggressor Threat Reference Guide (ATRG); and
- c. ASDOT Threat Baseline.

C26 In order to meet the Electronic Warfare and Threat Simulation requirements, You will need to develop solutions that generate a range of effects. CHIMERA is an approach (under development) which might be employed to deliver some of these effects. You are not mandated to use this method; it is the effects during training and operational assurance activities which are of paramount importance and the Authority is solution agnostic. However, the Authority will supply, on request, a CHIMERA Document Set (providing the high-level description of the approach and outlining the hardware requirements required to enable the use of CHIMERA models) and at least one CHIMERA model (DI-endorsed threat representative models capable of producing and consuming RF signals – subject to classification constraints) for consideration by the service provider when developing your solutions.

Basing Solution

C27 The Authority is able to offer facilities at RAF Leeming and RAF St Mawgan as part of a basing solution for You to undertake the ASDOT service. The facilities on offer are described within this DEFFORM 47 at Annex D. You are not mandated to utilise RAF Leeming or RAF St Mawgan as your basing solution. In the event that use of RAF Leeming or RAF St Mawgan is included within your solution the Authority, as part of the evaluation process, will add Authority opportunity costs in the provision of such facilities to your solution price in order to assess true value for money. The Authority has calculated that the opportunity costs at RAF Leeming would be £704,811 per annum, and the opportunity costs at RAF St Mawgan would be £107,031 per annum.

Workforce Qualification

C28 You should note that Schedule 7 (*Contract Management and Governance*) of the attached draft contract contains specific requirements regarding the minimum qualifications and experience which, in the opinion of the Authority, are needed by personnel in order to perform the activities described in the proposed Contract. You will be expected to confirm in your response to this ITN that the personnel to be assigned to any subsequent Contract possess the required qualifications and experience and will be fully able in all respects to perform the activities required of them in order to enable You to meet the obligations under the Contract.

C29 You are also to set out in your response to this ITN the arrangements You will put in place for recruitment, retention and continuation training to ensure that a suitably qualified and experienced workforce is retained throughout the life of the Contract.

Section D – Tender Evaluation

D1 This section details how your Tender will be evaluated, using the AWARD® tools against the Award Criteria.

D2 The overall objective of the Tender evaluation process is to;

- a. ensure the proposed solutions meet the Authority's minimum requirements and are fully compliant in line with the compliance matrices; and
- b. select the Tender, that is the Most Economically Advantageous Tender (MEAT) to the Authority. This means Tenders will be assessed using a variety of objective and non-discriminatory criteria linked to the subject matter of the Contract to identify the Tender which provides best overall value for money for the Authority.

Evaluation Process

D3 Once the Tender Board has checked the hardcopy Tenders the documents will be handed over to the Commercial Evaluators and the Tender returns on the AWARD® system will be unlocked for an initial commercial evaluation to take place. Once the initial commercial evaluation has taken place the AWARD® system will be unlocked for the remaining evaluators to access the Tenders.

D4. The Evaluators will conduct a full evaluation at initial Tender submission including identifying the main areas where scores can be improved, or where compliance criteria are evaluated as a fail and highlight these areas to be discussed in negotiation.

D5 Upon completion of the negotiation phase you will be advised in writing by the Authority and you will be required to submit your Best and Final Offer in accordance with Section E 22 to 26. Should none of the BAFO Tenders be capable of acceptance, the Authority reserves the right to hold an additional round of negotiation followed by one further Tender submission.

D6 The Authority reserves the right to proceed to contract award if, following initial Tender evaluation a single successful Tenderer's bid is fully compliant and can be accepted without negotiations that would result in a material change to the bid.

D7 The Authority reserves the right to proceed to the negotiation phase with a Tenderer who fails mandatory pass/fail Award® criteria during the initial Tender evaluation if the Authority has confidence that the Tenderer will become compliant with the criteria during the period of negotiation. However, any such Tender must be fully compliant with all mandatory criteria at the final evaluation stage following negotiation. Failure to meet any of the pass/fail Award® criteria following final evaluation will result in your proposal being assessed as non-compliant and you will be eliminated from the competition.

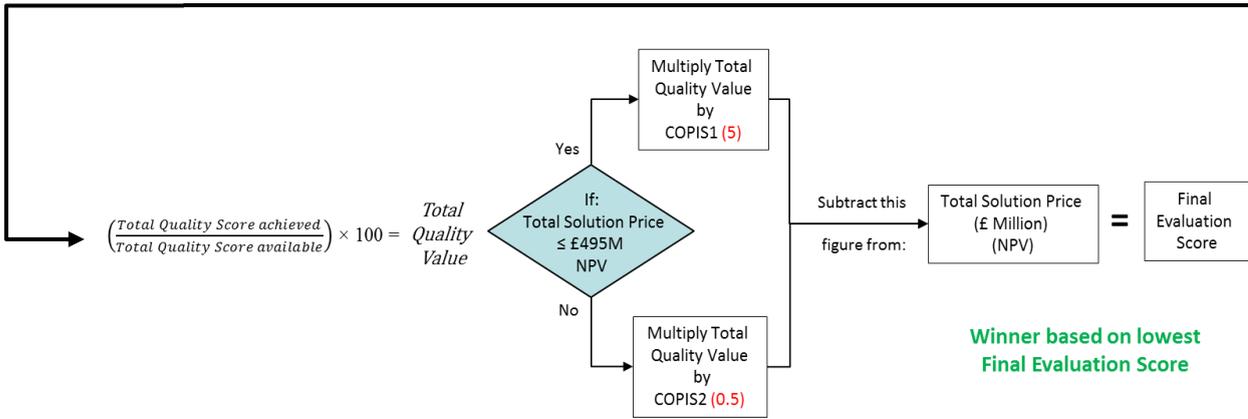
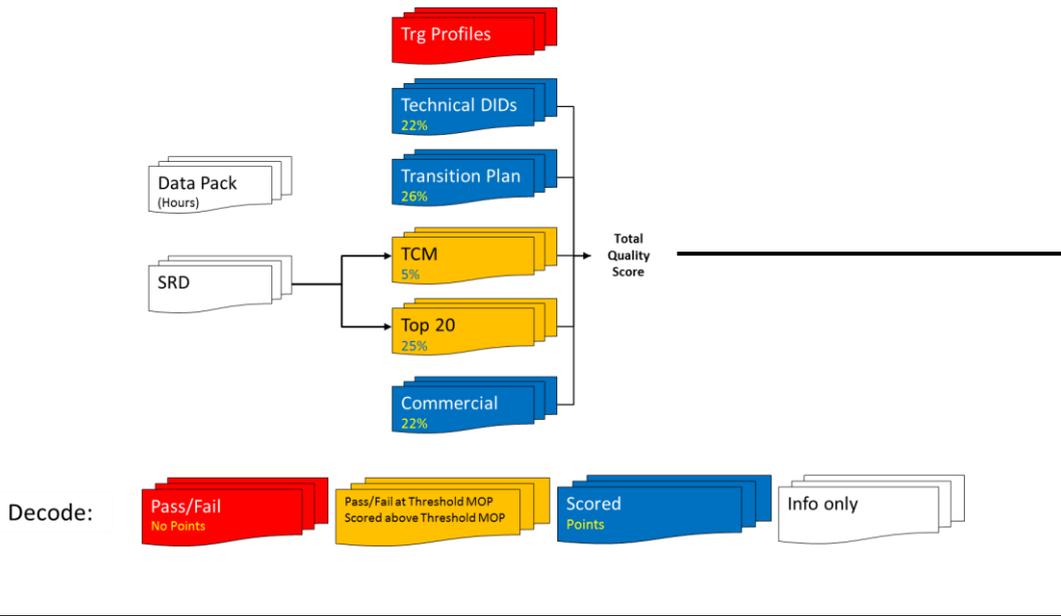
Evaluation Scheme

D8 The evaluation will consist of 3 areas: technical, commercial and financial. Your proposal will be evaluated in these areas via compliance criteria and scored criteria. The evaluation shall consider not only the proposals submitted by each Tenderer, but also the extent to which those proposals are supported by evidence. Technical and operational performance evidence should wherever possible be in the form of Original Equipment Manufacturers (OEMs) data and where applicable be supported by operational use data or test reports which demonstrate compliance with the requirement. Other suitable forms of evidence, such as Use Cases, will be considered but the Tenderer must demonstrate in all cases that the quality and reliability of the data is broadly equivalent to that which would be expected from an OEM. Where the evidence fails to provide the Authority with confidence that the Tenderer's proposals are deliverable, the scores will be reflected in accordance with the Award® criteria.

D9 The total available score for the evaluation scheme has been divided as follows:

item number		proportion	points
1	Technical Compliance Matrix (TCM) - total available score for meeting all SR's at Objective level	5%	734
2	Top Twenty Criteria (T20)	25%	3675
3	Transition Plan (DID13) - Service Delivery	13%	1911
4	Transition Plan (DID13) - Confidence	13%	1911
5	Capability Roadmap (DID16)	4%	588
6	Standard Operating Procedures (DID17)	6%	882
7	Airworthiness Strategy (DID18)	6%	882
8	Air Safety Management System (ASMS) and Air System Safety Case (DID19)	6%	882
9	Limitation of Liability of DEFCON 76	3%	441
10	IPR	3%	441
11	Structure of the Organisation	1%	147
12	Change Management	4%	588
13	Commercial Behaviours (level of fixed price (ie management fee vs hourly fee))	4%	588
14	Assessment of charging rates for additional work	3%	441
15	The Proposed Milestone Payment Plan(s) drives the right behaviours	4%	588
		100%	14699

An overview of the evaluation scheme is shown in the diagram below. The Training Profiles will be evaluated for compliance and individually assessed as Pass or Fail. Failure to meet the requirements of all the Training Profiles, those requirements being as set out in the Data Room at Index Reference Number 2.1.1 to 2.1.6, will mean that the Tender will be assessed overall as non-compliant. Evaluation of the TCM and Top 20 is explained in paras D10 through to D18 below. Evaluation of the Technical DIDs, Transition Plan and Commercial aspects is explained in Annex B. Evaluation of Your Solution Price is explained at paras D23 through to D26.



Technical Compliance Matrix (TCM) Criteria

D10 The TCM containing system requirements will attract up to **5%** of the total available score and is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_TECHNICAL_COMPLIANCE_MATRIX_ver_1_00_201808 09.xlsx). For evaluation purposes, the requirements contained within the TCM are sub-divided into 2 categories:

- a. The majority of the system requirements, classified within the TCM as 'CORE_PASS_FAIL', will be assessed as Pass/Fail against the Threshold Measure of Performance (MOP) and must be complied with by the best and final offer. Failure to meet any of those requirements classified as 'CORE_PASS_FAIL' within the TCM at the Threshold MOP by the 'Best and Final Offer' stage will result in Your Tender being non-compliant and You will be eliminated from the competition.
- b. Those system requirements classified within the TCM as 'CORE_RISK_ASSESS' (Priority 1, 2 and 3 only) may be acceptable below the Threshold MOP. Where these do not meet the Threshold MOP, a cumulative assessment of risk will be made by the Authority (see Paras D11-14). For each requirement which does not meet the Threshold MOP, points will be deducted in accordance with the table below:

SR Priority	Core_Risk_Assess Threshold MOP Not Achieved	Threshold MOP Achieved	Objective MOP Achieved
Key	Not subject to Risk Assessment Pass/Fail only	0	+12
1	-10	0	+10
2	-2	0	+2
3	-2	0	+2

Adjustment of Points within the Technical Compliance Matrix

Where there is a difference between the Threshold MOP and Objective MOP, additional points will be awarded within the TCM, based upon the priority of the system requirement, where Your Tender demonstrates the ability to meet the Objective MOP.

Assessment of Risk within the TCM

D11 Within the TCM, 'Risk' is defined as the Authority's level of exposure to possible shortfalls against the planned outcomes in the Training Profiles. It combines the severity of the requirement shortfall (judged by the Priority of the Requirement) and the frequency of suffering that shortfall (how often it occurs). Where You do not meet the Threshold MOP, Your Tender will be evaluated against our risks as follows:

Severity

D12 Severity is an assessment of the worst credible outcome that could result from the shortfall. It will be an assessment which will quantify the degree to which the Training Profile Missions are affected by the shortfall. The severity categories listed below will be used.

- a. **Critical.** A shortfall against the Threshold MOP in a Priority 1 System Requirement.
- b. **Major.** A shortfall against the Threshold MOP in a Priority 2 System Requirement.
- c. **Minor.** A shortfall against the Threshold MOP in a Priority 3 System Requirement.

D13 The priority of individual system requirements are detailed in the System Requirements Document and replicated in the table below. The priority of system requirements may have been derived from the corresponding requirement in the User Requirements Document or its relevance in the performance of the relevant Training Profile(s).

Priority Level		Definition
1	Priority 1 Requirement	Highest priority reflecting a primary System Requirement that may drive design and/or cost and which may tolerate acceptable levels of risk to achieve the aim.
2	Priority 2 Requirement	A secondary System Requirement, which may have design and/or cost implications but will not tolerate project risk to achieve the aim.
3	Priority 3 Requirement	Lowest priority reflecting a tertiary System Requirement, which may have design implications but will not have cost implications and which will not tolerate project risk to achieve the aim.

Frequency

D14 This is an assessment of the proportion of the service (cumulative Time on Task/Duration of Effects) affected by the requirement shortfall. It will be an objective assessment based upon the number of Training Profiles which are affected by the shortfall and the number of hours per annum which these profiles are carried out. The appropriate category listed below will be used:

- a. **High.** Greater than 20% of the total volume affected.
- b. **Medium.** Between 10% and 20% of the total volume affected.
- c. **Low.** Less than 10% of the total volume affected.

D15 Applying the frequency categories listed in paragraph D14 to the System Requirements in the Technical Compliance Matrix:

SR	priority	frequency	SR	priority	frequency
SR-10	3	High	SR-267	1	Medium
SR-1070	1	High	SR-1055	2	Medium
SR-13	2	High	SR-1380	1	Medium
SR-666	1	High	SR-1387	2	Medium
SR-60	1	High	SR-1388	2	Medium
SR-1146	3	High	SR-1389	2	Medium
SR-673	1	High	SR-1390	2	Medium
SR-217	1	High	SR-1391	2	Medium
SR-847	1	High	SR-1392	2	Medium
			SR-1359	1	Medium
			SR-1377	2	Medium
			SR-1378	2	Medium
			SR-1379	2	Medium
			SR-1393	2	Medium
SR-587	3	Low	SR-1323	1	Low
SR-578	1	Low	SR-1324	1	Low
SR-545	1	Low	SR-1326	1	Low

SR-438	1	Low	SR-1327	1	Low
SR-1203	3	Low	SR-573	2	Low
SR-1204	3	Low	SR-574	1	Low
SR-1205	3	Low	SR-290	3	Low
SR-441	1	Low	SR-291	3	Low
SR-631	1	Low	SR-260	1	Low
SR-425	2	Low	SR-191	1	Low
SR-575	3	Low	SR-192	3	Low
SR-1154	1	Low	SR-330	3	Low

		Severity		
		Minor (11 x Priority 3 SRs)	Major (14 x Priority 2 SRs)	Critical (22 x Priority 1 SRs)
Frequency	High	Amber	Red	Red
	Medium	Green	Amber	Red
	Low	Green	Green	Amber

Assessment of Risk

D16 Each requirement shortfall will be assessed for Severity and Frequency and an overall assessment of the Risk this generates will be made using Table 1. The acceptability of the Risk will be determined as follows:

Red	Individual requirement shortfalls which are assessed as a Red risk will be accepted by the Authority. If more than 3 requirements are assessed as Red, then the overall TCM evaluation will be assessed as Fail .
Amber	Individual requirement shortfalls which are assessed as an Amber risk will be accepted by the Authority. If more than 8 requirements are assessed as Amber, then the overall TCM evaluation will be assessed as Fail .
Green	Requirement shortfalls which are assessed as a Green risk (total of 11) will be accepted by the Authority

D17 Within the TCM, points will be allocated to Your score based upon the instructions contained within para D10. Full compliance (at the Objective MOP) within the TCM will attract an additional 5% of the total available score.

Technical Top Twenty (T20) Criteria

D18 The Technical T20 section contains those system requirements that the Authority has established will deliver significant additional benefit to the Training Audience in comparison to the other technical requirements. You can gain additional points that will improve Your overall score by exceeding the Threshold MOP up to and including the Objective MOP and the criteria for gaining these additional points is detailed in the workbook referenced below. No additional points will be awarded for exceeding the Objective MOP. Failure to meet any of those requirements classified as

'Technical Top 20' at the Threshold MOP by the 'Best and Final Offer' stage will result in Your Tender being non-compliant and You will be eliminated from the competition. The T20 section will attract up to **25%** of the total available score and is contained within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_2_T20_ver_1_00_20180809.xlsx).

Financial Evaluation

D19 You must complete the Workbook within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_3_FINANCIAL_ver_1_00_20180809.xlsx) providing any additional supporting evidence requested. The Authority will provide Tenderers with a set of operating cost templates which the Tenderers are required to populate. These operating cost templates will demonstrate how the Tenderer has arrived at the pricing shown in the Financial Workbook. The operating cost templates and instructions on their use are included within the AWARD® ASDOT Evaluation Data Room (ASDOT_ITN_WORKBOOK_VOLUME_3_OPERATING_COST_ver_1_00_20180809.xlsx).

D20 You must be able to demonstrate the relationship between price and the technical and commercial proposals in the operating costs templates.

Commercial Compliance Matrix

D21 The Commercial Compliance Matrix is attached at Annex B Section C, (see C14 and C15 a). You are required to respond to all elements identified in the Commercial Compliance Matrix. You are expected to accept the terms and conditions of the draft contract. As stated in C14 if You believe there are exceptional circumstances that would justify any change You shall provide a full commentary in the Tenderers Comments column of the Commercial Compliance Matrix. Whilst failure to accept any of the terms and conditions of the draft contract following initial evaluation will not result in exclusion from the competition, a solution acceptable to the Authority must be achieved during the negotiation period and reflected within Tenders submitted for final evaluation. Failure to accept the terms and conditions of the draft contract, as amended during negotiations if necessary, may result in exclusion from the competition at final evaluation. Commercial evaluation will attract up to **22%** of the total available score based on your responses to item numbers 9 to 15 of the table contained within D9 above. See Annex B, 1, d) for the evaluation criteria.

MOD clarification of Responses

D22 Should You not Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements even if that is supported by a detailed justification as to why a complete Tender cannot be submitted, the Authority reserves the right to either exclude You from the evaluation process or, at its discretion, seek clarification. In the case of the latter, a failure by You to provide a satisfactory clarification that demonstrates you have Tendered for all the Contractor Deliverables within the deadline specified in the request for clarification will result in disqualification from the evaluation process.

Solution Price Calculation

D23 The Solution Price (SP) for the Contractor Deliverables listed in the attached Schedule of Requirements shall be calculated as the total estimated cost to the Authority to deliver the Contractor Deliverables, this will be calculated as follows:

- a. Monthly Fee (MF) for the duration of the contract including option years which includes Transition Phase.
- b. For the duration of the Contract the MF shall be divided into:

- (i) Fixed Management Fee (FMF) for the duration of the contract including option years; and
 - (ii) Flying Hour rates (FHR)
- c. Pass Through Costs (PTC), This will be calculated using the fuel usage identified in your Tender multiplied by the rate of £1 (One Pound) per litre.
- d. Government Furnished Assets (GFA) calculated as any GFA requested to be utilised by You in performing the contract from the list of potential GFA listed at DEFFORM 47 Annex D or as raised as part of the clarification process, applying the expected costs to the Authority for the provision of the GFA as stated in DEFFORM 47 Annex D or in response to any clarification question. Please note that any request for additional GFA to be made available during the Tender process will result in the question and the Authority's response being shared with all Tenderers. This cannot be avoided regardless of the impact it may have on an individual Tenderers solution.
- e. Variation On Price (VOP). You shall provide the split between the Variable and Non-Variable elements of your total Monthly Fee and using index K8ZU add it to the total price.
- f. Risk. The Authority may adjust solution price for bid evaluation purposes where:
 - (i) there is an uncertainty in your bid that has not been adequately addressed to the Authority's satisfaction during the negotiation phase and/or clarification period
 - (ii) there is a potential error in your bid that has not been adequately addressed to the Authority's satisfaction during the negotiation phase and/or clarification period
 - (iii) a risk, in the Authority's opinion, is transferred back to the Authority.
- g. In the event the Authority, at its sole discretion, deems it necessary to apply an adjustment to the Tenderer's solution price for any of the above, it shall take the following steps:
 - (i) during the clarification period, seek to clarify with the Tenderer each uncertainty, potential error or risk based on the information submitted as part of the Tenderer's submission and any clarifications provided by the Tenderer. Where an uncertainty, potential error or risk is resolved in the Authority's satisfaction during the clarification period, no adjustment will be applied.
 - (ii) where, following the clarification period, an uncertainty, potential error or risk remains, the Authority will make an adjustment using the information provided as part of the Tenderer's submission (including that information provided in the operating cost templates). The Authority will apply specific adjustments for each uncertainty, potential error and risk. In the event an adjustment is made, the Authority will provide the Tenderer with details of that adjustment prior to the negotiation phase.
 - (iii) during the negotiation phase, the Authority shall seek to address each uncertainty, potential error and risk with the Tenderer. Where an uncertainty, potential error or risk is resolved in the Authority's satisfaction during the negotiation period, no adjustment will be applied.
 - (iv) at the conclusion of the negotiation phase and receipt of final Tender submissions, the Authority will apply specific adjustments for each remaining uncertainty, potential error or risk. The Authority expects that the final Tender reflects any clarified or negotiated positions.

h. Some examples of potential risk adjustments to Tenderers' solution price which could arise are given below. This is without limitation and for guidance purposes only:

- (i) non-acceptance of, or dilution of, contractual provision(s)
- (ii) caveats around costing / savings assumptions
- (iii) weaknesses in costing assumptions (e.g. in relation to inconsistencies between the elements of the relevant Bid submission); and
- (iv) additional costs associated with solution specific Authority Dependencies.

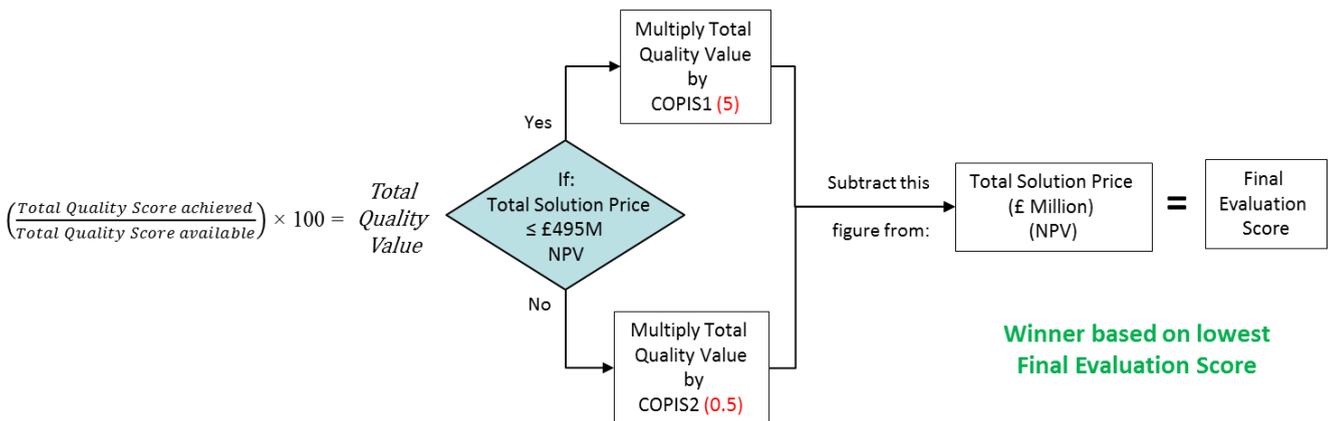
D24 Therefore the Total Solution Price will be calculated as:

$$\text{TSP} = \text{MF} + \text{FHR} + \text{PTC} + \text{GFA} + \text{VOP} + \text{Risk (as calculated by the Authority in accordance with D23 (f) above)}$$

Then a Tender Total Solution Price in NPV terms shall be calculated based on the using a discounted cashflow rate of 3.5%

Final Evaluation Score Calculation

D25 The Total Quality Score used for final evaluation will be calculated out of 14699 Points as detailed within the Evaluation Scheme table at D9 above. The Tenderer's Total Quality Value will be calculated by dividing the Total Quality Score achieved by the maximum number of total quality points available, and then multiplied by one hundred (100). In order to rank Tenders taking into account both the overall quality of the bid (reflected by the Total Quality Score achieved) and the Total Solution Price (expressed in NPV), a Cost of Percentage Increase in Score (COPIS) adjustment will be applied. The COPIS adjustment factor has been selected to allow the Authority to emphasize both technical quality and lower Total Solution Price in the evaluation of Tenders.



Final Evaluation Score calculation flow diagram

	Tender 1	Tender 2
Total Quality Score achieved	8364	10201
Total Quality Score available	14699	14699
Total Quality Value	56.90	57.2
Total Solution Price (£M) NPV	490	500
COPIS Correction Factor	5	0.5
(TQV * COPIS)	284.50	28.6
Final Evaluation Score	205.50	471.4

Final Evaluation Score calculation examples

In the above scenario, Tender 1 would be the winning bid based upon achieving the lowest Final Evaluation Score.

D26 The Tender Final Evaluation Score will then be calculated as follows:

- a. The percentage total quality score will be calculated in accordance with Evaluation Scheme table at D9. Then;
- b. Where the Tender NPV is less than or equal to the Cost of Percentage Increase in Score (COPIS) threshold:

$$\text{Final Evaluation Score} = \text{Tender Total Solution Price NPV} - \text{Total Quality Value} \times \text{COPIS1}$$

- c. Where the Tender NPV is greater than the COPIS threshold:

$$\text{Final Evaluation Score} = \text{Tender Total Solution Price NPV} - \text{Total Quality Value} \times \text{COPIS2}$$

- d. For the purposes of (b) and (c) above:

- i. The Tender Total Solution Price NPV is calculated in accordance with D24 above.
- ii. The COPIS Threshold equals £495M NPV
- iii. COPIS1 equals 5.0
- iv. COPIS2 equals 0.5

D27 The resulting Final Evaluation Score will be rounded to within 2 (two) decimal places.

Final Evaluation

D28 The Preferred Bidder will be identified as the solution with the lowest Final Evaluation Score.

D29 In the event that there is more than one Tender with the same Final Evaluation Score, the Authority will select the Tender with the lowest Total Solution Price in nominal terms.

Bidder Debrief

D30 Following the completion of the Bid evaluation the results will be fed back to Tenderers such that they can understand where their Bids are considered to be unacceptable, where further clarity is required, or where potential risks have been identified.

Section E – Instructions on Submitting Tenders

Submission of Your Tender

E1 Tender submissions shall be made both via digital submission using the AWARD[®] tool and via a hard copy submission to the Tender Board. Tenders must be uploaded to AWARD[®] and received by the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time.

E2 Hardcopy Tenders must be submitted to the Tender board by [insert date and time]. Digital Tender documents must be uploaded to the AWARD[®] system by [insert date and time], details on the AWARD[®] system can be found at para A22 of this ITT.

E3 You must ensure that all information uploaded to the AWARD[®] tool contains identical information to the Tender submitted to the Tender Board.

E4 You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Submission via AWARD[®]

E5 In order to load a response into AWARD[®] select the process step and follow the instructions in AWARD[®].

E6 You may use as many files as necessary. Each filename shall be unique and less than 100 characters in length. AWARD[®] will present the list of documents in alphanumeric order. Files shall be named such that the files are presented in a logical order (the same order as a hardcopy when listed alpha-numerically). For example:

V5_p1-main text.pdf

V5_p2-annex 1.pdf

V5_p3-annex 1 appendix 1.pdf

E7 The convention used above would be a suitable naming convention for 3 files from volume 5, which contain some text, an annex to the schedule and an appendix to the annex, which would be printed in that order for the hardcopy.

E8 You should endeavour to ensure that individual files are no larger than 5 Megabytes (5MB) where possible. Larger files may take significant time to open over poor connections and cause delays in evaluation. To facilitate a 5MB limit, images shall be compressed to a quality suitable for printing on A4 or A3 paper and viewing on a 1024x768 pixel screen. You shall not use images that add no value to the Tender.

E9 The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications and/or in PDF format.

E10 The text box found when selecting “Tenderer Response” and then “Respond to ITN” questions should be used to enter a summary of your submission documents. You may also add any references by selecting the corresponding option. Any references added should also be included in the relevant response document.

E10 An Interactive Tender Upload Guide detailing the processes for Tender response and clarification question is available in the Data Room on AWARD[®].

Submission via Tender Board

E11 You must provide 3 paper unpriced copies and 2 paper priced copies of your Tender as per the structure details in Section C of this DEFFORM 47. You must only submit electronic copies via AWARD®.

E12 You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E13 You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.

E14 You must submit your paper copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E15 You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E16 If you intend to hand deliver your Tender you must inform the designated Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E17 Not Used

Negotiations

E18 In order to achieve a value for money solution that will meet the Authority's programme objectives the Authority intends to set up a number of negotiation meetings to commence following initial evaluation (subject to D6).;. The purpose of negotiation is to improve the Tenders from initial submission to final submission so that the Authority receives better technical and commercial offerings.

E19 The Authority expects that it will hold bilateral negotiations with each Tenderer following receipt of the Initial Tender documentation. However, in the event that the Authority receives only one fully compliant tender following the initial evaluation in line with Section D, the Authority reserves the right to announce a Preferred Bidder and may choose to either enter negotiations with only the Preferred Bidder or accept their Tender.

E20 Not Used

E21 The negotiation sessions themselves will not be evaluated. The Authority will produce a record of each negotiation session which will include actions, issues and agreements for You to implement into your final bid response. The record will be presented to You within 10 (ten) Business Days following each negotiation session.

Best and Final Offer

E22 Following the final negotiation session, You will provide a soft copy of your full and final Tender via the AWARD® tool. This shall contain tracked changes to identify any changes that you have made to your bid, accompanied by a covering letter giving an overview of the main changes to the bid documentation. You will also submit 3 (three) unpriced paper copy and 2 (two) priced paper copy accompanied by a covering letter giving an overview of the main changes to the bid documentation to the Tender Board.

E23 Once the Authority has received the revised bids, the areas of change in each bid shall be re-evaluated against the Award Criteria at Section D. The Authority shall then select the preferred Tenderers based on those final revised scorings. The preferred Tenderer shall be the Tenderer who achieves the lowest Final Evaluation Score in accordance with Section D above.

E24 The Authority will not reveal to the other Tenderers, proposed solutions or any confidential information communicated by You during the negotiation sessions, unless such information needs to be shared for the purposes of the Authority meeting its general obligations of transparency and equal treatment towards all Tenderers, or to comply with the Regulations (Defence and Security Public Contract Regulations 2011). In such circumstances, the affected Tenderer will be consulted prior to any release of information. The Authority may take into account any representations made by the Tenderer but the Authority shall have final say on the release of the information.

E25 The Authority reserves the right, at its discretion, to seek additional information or verification from you, if the Authority has legitimate concerns about your ability to perform your obligations, including (without limitation) in a financially secure way, over the term of the Contract.

E26 The Authority does not intend to re-open any negotiations with you once the final Tender has been received. However, if required, communication with you following submission of final Tenders will be limited to requests for clarification so that the Authority can complete its Tender evaluation.

Section F – Conditions of Tendering

F1 The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the Tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities;
- j. ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F2 The Contract will be entered into when the Authority receives an unqualified acceptance from the winning Tenderer in the form of a signed DEFFORM 10 from the Contractor in response to a DEFFORM 8 sent by the Authority. The DEFFORM 8 will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3 It is a condition of tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the Contract to the winning Tenderer in accordance with the ITT. In the event that legal proceedings challenging the award of the Contract are instigated, prior to entry into Contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to one hundred and twenty (120) Calendar Days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4 You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, and applicable EU and UK legislation and any equivalent legislation in a third state.

F5 Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6 You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in

connection to this Tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7 You must notify the Authority immediately of any conflicts of interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8 Where there is an existing or potential conflict of interest (COI) You must include a proposed Compliance Regime in your Tender. As a minimum, this must include:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitor's sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9 Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your public store account and treat it in accordance with DEF STAN 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the designated Commercial Officer.

Standstill Period

F10 The Authority is obliged under certain circumstances to allow a space of ten (10) Calendar Days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the Contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th (tenth) Calendar Day after the date the DEFFORM 158 is sent. Where this is not a Business Day it extends to midnight at the end of the next Business Day.

Publicity Announcement

F11 The Authority will publish notification of the Contract and shall publish contract documents under the Freedom of Information Act 2000 ("the FOIA") except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12 If you wish to make a similar announcement, you must seek approval from the designated Commercial Officer.

F13 Under no circumstances should You confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15 For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16 The Authority reserves the right to disclose on a confidential basis any information it receives from You during the procurement process (including information identified by You as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of your Tender. In providing such information You consent to such disclosure.

Reportable Requirements

F17 Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a condition of Tendering that You complete and attach these returns listed in the Annex and, where you select yes, You attach the relevant information.

F18 Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your Tender, as detailed in Section D.

F19 If you are an overseas Contractor and your Tender is successful You will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

F20 You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the Contract. However, you should also note that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the Contract, You should seek advice from the designated Commercial Officer.

Government Security Classifications Policy

F21 As of the 2nd April 2014 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the Gov.uk GSC website.

F22 The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the

aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the Tender process and / or any contract awarded to you as a result of this Tender process.

Tender Submission Document (Offer)

DEFFORM 47 Annex A Edn 05/18

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Authority”)

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where ‘No’ is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer’s Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended { HYPERLINK "http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this day of Year	
Signature:	In the capacity of
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Registered Company Number:
	Dunn And Bradstreet Number:

Information on Mandatory Declarations

Part Tender

1. Under condition of tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR - Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. You must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
11. You must notify the designated Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.
12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to You. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. { HYPERLINK "https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc" \h } (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the { HYPERLINK "<https://www.gov.uk/government/publications/security-policy-framework>" \h }.

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the [European Commission definition of SME](#).

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the { HYPERLINK "http://www.promptpaymentcode.org.uk/" \h }.

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at { HYPERLINK "https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement" \h }.

20. The opportunity also exists for You to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: { HYPERLINK "http://www.contracts.mod.uk/feed" \h }

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ({ HYPERLINK "https://www.gov.uk/government/policies/government-transparency-and-accountability" \h } { HYPERLINK "https://www.gov.uk/government/policies/government-transparency-and-accountability" \h }) and the information contained within DEFCON 539.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the the FOIA or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form DEFCON539 (DEFFORM 539A), explaining which parts of Your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

24. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. You must note that use of the { HYPERLINK "https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system" \h }(CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender You agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory

Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. If you wish to propose an alternative means of compliance you must obtain agreement in principle from the MAA (through the Project team) in advance of submitting your Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. You must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee will be required. In the event that your Tender is identified as the most favourable / compliant Tender and you are not bidding as prime contractor, then one will be requested (in the form of DEFFORM 24 /24A as appropriate). No contract will be able to be awarded until a suitable Parent Company or Bank Guarantee on a joint and several basis, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk
Address: Defence Relationship Management
 Ministry of Defence
 Holderness House
 51-61 Clifton Street
 London
 EC2A 4EY

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

Cyber Essentials Accreditation

35. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD

identifiable information¹ from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials Plus certificate by the Contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

36. Please confirm in your Tender that your organisation and all members of your supply chain and Group of Economic Operators (where applicable), comply with the following criteria:

a. Your organisation currently has a current and valid Cyber Essentials Plus certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 (twelve) Calendar Months

b. Your organisation does not currently have a current and valid Cyber Essentials Plus certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies BUT you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid Cyber Essentials Plus certificate by one of the government approved accreditation bodies by the Commencement Date of the Contract.

c. Your organisation does not have a current and valid Cyber Essentials Plus certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, **but you can demonstrate** (or will be able to demonstrate by the Commencement Date of the Contract) that your organisation meets the technical requirements prescribed by the Cyber Essentials Scheme, as detailed in the following link:

{ HYPERLINK "<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>" }

and that you can provide evidence of verification by a technically competent and independent Third Party (which has taken place within the last 12 (twelve) Calendar Months) that your organisation demonstrates current compliance with Cyber Essentials technical requirements.

37. If applicable please confirm you are working with your proposed supply chain to ensure where appropriate that they either have a Cyber Essentials Plus certificate, are working towards obtaining one or that they can demonstrate and provide evidence that they have the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the link above, and that you will have this in place by the Commencement Date of each of your supplier Contracts. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

¹ In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the Tender or negotiations which preceded the award of the Contract as defined in DEFCON 531 edition 11/14.

Tender Evaluation

Technical and Commercial Evaluation Matrices

1. This Annex B displays the technical and commercial evaluation methodology for;

a) Scored technical Data Item Description (DIDs)

The scoring mechanism for Technical DIDs (DIDs 13, 16, 17 18 and 19), which all have a minimum acceptable confidence criteria, shall be in accordance with the following table:

Score	
High confidence	100% of total points available in Section D, Paragraph D9
Good confidence	80% of total points available in Section D, Paragraph D9
Acceptable confidence	60% of total points available in Section D, Paragraph D9
Concerns	20% of total points available in Section D, Paragraph D9
Unacceptable	No marks

Failure to obtain the minimum acceptable criteria (evaluated as acceptable confidence) stated at the final evaluation will result in your Tender being assessed as non-compliant and excluded from the competition.

Transition Phase Plan (DID13)

Aim

To contract with a supplier who can demonstrate a clear, detailed and robust plan to achieve Full Operating Capability (FOC) which addresses the Authority's priorities for delivery of capability and which does not present or transfer an unacceptable level of risk to the Authority.

Background

The Authority believes that the Tenderer's Transition Phase Plan will have a significant bearing on the success of the project by delivering capability that meets the prioritized needs of the Users and which achieves FOC as quickly as possible.

Evidence Required

Provide Your Transition Phase Plan which should include as a minimum:

- HR aspects that are relevant to the delivery of capability that demonstrate how SQEP Posts (identified in the ITN) will be recruited and what prior knowledge, skills and experience are relevant to each role. Details of any provisional or confirmed appointments (with accompanying CVs) would add value.
- Equipment aspects that are relevant to the delivery of capability.
- Training aspects that are relevant to the delivery of capability.
- Infrastructure aspects that are relevant to the delivery of capability.
- Logistics aspects that are relevant to the delivery of capability.
- Dependencies upon the Authority for activities detailed within the Transition Phase Plan.
- Relevant issues relating to the requirement for and availability of GFA within the Contractor's Schedule, and how the Contractor will demonstrate its capacity to employ GFA within the Contract (i.e. the evidence required to fulfil the acceptance criteria).
- Security aspects that are relevant to the delivery of capability (including security accreditation) (referencing the Security Management Plan DID where necessary).
- Your assessment of the risks that are relevant to the delivery of capability and how these are being addressed.
- Opportunities to generate capability earlier than planned.
- Capability Milestones and what capability will be available to the Authority at each milestone.
- Objective dates (deterministic and risk adjusted (10%, 50% & 90%)) for the achievement of each Capability Milestone.
- Test and evaluation activities that will require endorsement by the Authority.
- Your plan for generating evidence that will enable the Authority to confirm that the capability meets the Requirement (reference may be made to the Test, Evaluation and Acceptance DID).
- Stakeholder engagement plan, to include mapping and a RACI classification of the Authority's stakeholders. The stakeholder engagement plan should identify the key posts within the Authority (including Users, Suppliers and Assurers), the scope and level of their interest and how You plan to engage with them to deliver FOC.

You should also supply a schedule in a format compatible with Primavera P6 containing, as a minimum, the information required in the DID.

Consider the confidence characteristics and the scoring guidance that you will be evaluated against, and state your case for using your approach and describe how it would benefit the Authority and its customers and stakeholders who are within scope of this requirement.

Confidence Characteristics

The Authority is confident that:

1. The Tenderer has provided a clear, detailed and robust plan that, given the Tenderer's level of risk and the proposed mitigations, is likely to deliver FOC within 18 months of contract award;
2. The Transition Phase Plan is likely to meet the Authority's priorities for the delivery of capability;
3. The Transition Phase Plan fully addresses the risks which are most relevant to the delivery of capability and minimizes the transfer of risk to the Authority;

4. The Transition Phase Plan has fully addressed all aspects of security and has a clear, detailed and robust plan to achieve compliance with the relevant regulations;
5. The Transition Phase Plan demonstrates that the Tenderer is capable of integrating and employing GFA mandated by the Authority;
6. The Tenderer has a clear understanding of and has fully considered, the reliance upon dependencies (both from the Authority and third parties) for the delivery of capability. The Tenderer has identified the potential impact of non-availability of dependencies and has adequate mitigation in place.
7. The Tenderer's plan for the delivery of capability will be underpinned by an integrated, detailed and evidence based acceptance plan;
8. The Tenderer has fully considered all the relevant HR aspects. The proposed CVs map to appropriate SQEP role profiles and there is assurance that the people whose CVs are submitted at the time of the Tender will work on the Contract if awarded;
9. The Tenderer has fully considered the requirement to engage with key Authority stakeholders and has a detailed communications and engagement plan that will identify new risks and opportunities during the transition period.

Scoring Guidance

Score	Guidance
High Confidence	The Authority considers all of the confidence characteristics 1 - 9 to be true.
Good Confidence	The Authority considers all of the confidence characteristics 1 - 4 to be true, plus four of the confidence characteristics 5 to 9 to be true (a total of eight confidence characteristics are deemed to be true).
Acceptable Confidence	The Authority considers all of the confidence characteristics 1 - 4 to be true, plus three of the confidence characteristics 5 to 9 to be true (a total of seven confidence characteristics are deemed to be true).
Concerns	The Authority considers all of the confidence characteristics 1 - 4 to be true.
Unacceptable	It is the Authority's judgement that not all of the confidence characteristics 1-4 are true.

Capability Roadmap (DID16)

Aim

To contract with a supplier that possesses a strategic vision for the ASDOT capability over the life of the Contract and how the Tenderer plans to deliver a flexible and adaptable service in partnership with the Authority throughout the duration of the Contract. This is to ensure that the provision of the Service remains relevant, represents value for money, is coherent with other capabilities employed by the Authority, and demonstrates the ability to exploit new technologies and capabilities as they emerge.

Background

The Authority believes that the Capability Roadmap represents a vitally important and significant statement of the Tenderer's intent. It should demonstrate the extent to which the Tenderer is prepared to embrace, and can adapt to new technologies, and how it will address the Authority's aspiration to leverage Live, Virtual and Constructive (LVC) capabilities to improve the effectiveness of live training in tandem with increased cost efficiency. The Capability Roadmap must discuss how potential technological changes may affect the volume of live flying going forward and provide innovative suggestions as to how the costs and benefits of this approach could be shared within this partnering relationship.

Evidence Required

Provide Your Capability Roadmap which should include as a minimum:

- How the Tenderer plans to sustain the capability baseline (as declared at FOC) through the life of the Contract.
- How the air threat landscape (air to air, and air to surface) is likely to change in the period up to 2035 and how the Tenderer might adapt the service to generate a relevant and representative adversary in the same timeframe.
- A detailed analysis of the Authority's Equipment Plan and how future (planned) capabilities will potentially alter the demands on ASDOT over the term of the Contract.
- A detailed analysis of how future technologies and concepts might be employed to deliver the Authority's aspiration to employ Live, Virtual and Constructive (LVC) based training within the duration of the ASDOT Contract. This analysis must include the associated dependencies upon the Authority (such as the need to adapt Operational Flight Programs (OFPs), command systems and/or synthetic training capabilities) and relevant risks (particularly those which are technical, security and Human Factors based).
- A detailed analysis of the utility of the CHIMERA Electronic Warfare enterprise and how this capability might be leveraged to deliver a range of effects.
- Interoperability issues, including those across domains and with key international partners. The interoperability analysis should also include security issues and how the Capability Roadmap addresses the challenges of multi-level/multi-layer security.
- A high level RAIDO summary pertaining to the Capability Roadmap.

Consider the confidence characteristics and the scoring guidance that you will be evaluated against, and state Your case for using your approach and describe how it would benefit the Authority and its customers and stakeholders who are within scope of this requirement.

Confidence Characteristics

The Authority is confident that:

1. The Tenderer has provided a Capability Roadmap that clearly demonstrates how the baseline capability (which represents the capability delivered to the Authority at FOC) will be maintained over the full term of the Contract;
2. The Capability Roadmap uses a System of Systems Approach and has identified all known coherence and interoperability issues where planned changes in the Authority's capabilities will affect the ability of the Tenderer to deliver the effects and outcomes articulated in the ASDOT Training Profiles over the full term of the Contract;
3. The Tenderer has provided a Capability Roadmap that demonstrates the extent to which the Tenderer is prepared to embrace and is capable of adapting to, new technologies and how it will address the Authority's aspiration to leverage Live,

Virtual and Constructive (LVC) capabilities to improve the effectiveness of live training in tandem with increased cost efficiency;

4. The Tenderer has provided a Capability Roadmap which has identified all of the key external dependencies that affect the delivery of the service, and any potential enhancements to the service, over the full term of the Contract;
5. The Capability Roadmap has adequately explored the potential of the CHIMERA Electronic Warfare Enterprise to deliver the effects and outcomes identified in the ASDOT Training Profiles;
6. The Capability Roadmap has adequately explored how the Air threat landscape (air to air, and air to surface) is likely to change in the period up to 2035 and how the service might need to adapt in order to generate a relevant and representative effects;
7. The Tenderer has captured and adequately articulated the relevant high-level risks, assumptions, issues and opportunities that might affect its ability to deliver the proposed outcomes and benefits identified in the Capability Roadmap;
8. The Tenderer has identified the known relevant interoperability and security issues that might affect its ability to deliver the outcomes and benefits identified in the Capability Roadmap.

Scoring Guidance	
Score	Guidance
High Confidence	The Authority considers all of the confidence characteristics 1 - 8 to be true.
Good Confidence	The Authority considers all of the confidence characteristics 1 - 4 to be true, plus three of the confidence characteristics 5 to 8 to be true (a total of seven confidence characteristics are deemed to be true).
Acceptable Confidence	The Authority considers all of the confidence characteristics 1 - 4 to be true, plus two of the confidence characteristics 5 to 8 to be true (a total of six confidence characteristics are deemed to be true).
Concerns	The Authority considers all of the confidence characteristics 1 - 4 to be true.
Unacceptable	It is the Authority's judgement that not all of the confidence characteristics 1-4 are true.

Standard Operating Procedures (DID17)

<p>Aim</p> <p>To contract with a supplier who can clearly demonstrate how they will deliver the service with the required effects and outcomes in a safe, standardized and effective manner.</p>
<p>Background</p> <p>The Authority believes that the Tenderer's Standard Operating Procedures (SOPs) will have a significant bearing on the success of the project. The Tenderer's SOPs will need to demonstrate clear alignment with the procedures used by the Air Support Tasking Authority (ASTA), Training Audience and with the Authority's Command and Control of ASDOT operations. They will underpin the Authority's confidence that the service will be delivered in a safe, standardised and effective manner.</p>
<p>Evidence Required</p> <p>Provide Your SOPs which should address all of the points identified in the DID (listed under meetings, Mission Preparation, Mission Execution and Mission Debriefing & Analysis):</p> <ul style="list-style-type: none">• How the Tenderer intends to support the events and meetings identified in the Standard Operating Procedures DID.• Your Tasking and Scheduling procedures. This should include as a minimum: roles and responsibilities, interaction with the Air Support Tasking Authority (ASTA), deployment procedures and the level of flexibility You intend to provide in order to be responsive to short notice changes in the training audience's programmes (due to factors such as, but not limited to, weather, equipment unserviceability, operational security etc.).• Mission support functions, including data and cryptographic material acquisition, control and management procedures.• Mission Planning functions and procedures.• Mission Briefing, Analysis and Debriefing functions and procedures.• Air and Flight Safety roles, functions and procedures.• Security roles, functions and procedures as they pertain to the delivery of the service.• Business continuity and incident response roles, functions and procedures as they pertain to the delivery of the service.• Mission execution procedures. <p>Consider the confidence characteristics and the scoring guidance that you will be evaluated against, and state Your case for using your approach and describe how it would benefit the Authority and its customers and stakeholders who are within scope of this requirement.</p>
<p>Confidence Characteristics</p> <p>The Authority is confident that:</p> <ol style="list-style-type: none">1. The Tenderer's planning and scheduling SOPs are coherent with those to be employed by the ASTA and that the level of flexibility within the proposed procedures is sufficient to meet the Authority's requirements for the service to be adaptable and responsive to short notice changes during the execution of the programme;2. The proposed SOPs adequately support the Authority's requirements for collaborative mission planning, briefing and debriefing at the appropriate security classification;3. The Tenderer intends to implement detailed and robust SOPs which will safely and effectively support the full spectrum of missions articulated in the ASDOT Training Profiles;4. The Tenderer intends to implement robust Operational Security, Communications Security and Emissions Security procedures;5. The Tenderer intends to implement robust procedures to ensure the safety of all parties during Electronic Warfare training missions;6. The Tenderer will implement SOPs that will ensure that Threat Replication meets the requirements identified in the relevant parts of the Combined Adversary Replication Guide (CARG), Aggressor Threat Reference Guide (ATRG) and, where applicable, Mission Special Instructions (SPINS);7. The Tenderer's SOPs adequately address the need for close coordination with the Authority for classified material (including but not limited to cryptographic material,

threat data and threat models) and these will be handled and managed in an appropriate manner;

8. The Tenderer intends to implement robust Spectrum Management procedures including full compliance with the Procedures for the Control of Non-Operational Jamming (PCNOJ);
9. The Tenderer is able and intends to support the Authority's events and meetings identified in DID 17 in an appropriate manner with suitably qualified and experienced personnel;
10. The Tenderer intends to implement detailed and robust business continuity and incident response procedures.

Scoring Guidance

Score	Guidance
High Confidence	The Authority considers all of the confidence characteristics 1 - 10 to be true.
Good Confidence	The Authority considers all of the confidence characteristics 1 - 5 to be true, plus four of the confidence characteristics 6 to 10 to be true (a total of nine confidence characteristics are deemed to be true).
Acceptable Confidence	The Authority considers all of the confidence characteristics 1 - 5 to be true, plus three of the confidence characteristics 6 to 10 to be true (a total of eight confidence characteristics are deemed to be true).
Concerns	The Authority considers all of the confidence characteristics 1 - 5 to be true.
Unacceptable	It is the Authority's judgement that not all of the confidence characteristics 1-4 are true.

Airworthiness Strategy (AW) (DID18)

<p>Aim To contract with a supplier who can demonstrate how ASDOT shall satisfy the MAA/Civil Aviation Authority (CAA) regulatory requirements and how they shall be maintained throughout the period of ASDOT service provision.</p>	
<p>Background The ASDOT Airworthiness strategy shall determine:</p> <ol style="list-style-type: none"> 1. how airworthiness will be established and maintained 2. the approach to Air System Certification as defined in Regulatory Article (RA) 1120 is to be satisfied 3. the principles that will ensure that the aircraft type will remain airworthy 4. the viability (fitness for purpose and deliverability) of arrangements for compliance with the MAA Regulatory Publication (MRP) (where an air system is appropriate for Military Registration) 5. a foundation, against which the ASDOT delivery team develops all its Airworthiness policies, processes, procedures, people, products 6. the tools and activities required to populate the Equipment Safety Assessment 	
<p>Evidence Required The provision of a comprehensive, qualitative and articulate airworthiness strategy compliant but not limited to the Airworthiness Data Item Description (DID 18). An Airworthiness strategy template is referenced within the DID. The response should be supported by substantive information and support claims of how the airworthiness strategy, including all Defence Lines of Development (DLODS) will enable ASDOT to be suitably certified as safe to fly and safe to operate.</p> <p>Note: Defence Lines of Development (DLODs) - Within MOD the DLODs provide a mechanism for co-ordinating the parallel development of different aspects of capability that need to be brought together to create a real military capability. This includes Training; Equipment; Personnel; Information; Concepts & Doctrine; Organisation; Infrastructure; Logistics (i.e. Sustainability). Interoperability is regarded as an overarching theme.</p>	
<p>Confidence Characteristics The Authority is confident that:</p> <ol style="list-style-type: none"> 1. The Tenderer has provided a clear, detailed and robust airworthiness strategy that, given the Tenderer's level of risk and the proposed mitigations, shall deliver safe air systems that will be operated safely to deliver ASDOT capability as required. 2. The Tender's Airworthiness strategy adequately defines the approach to address the regulatory air requirements. 3. Robust, comprehensive and qualitative evidence has been provided to fully address the evidence requirements stated and DID 18 	
<p>Scoring Guidance</p>	
Score	Guidance
High Confidence	The Authority considers all of the confidence characteristics 1 - 3 to be true and the Tender exceeds the requirement for the supply of an airworthiness strategies relevant to the service required with comprehensive added value. Comprehensive and robust information provided with strong supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority is highly confident in the bidding organization's ability to meet this requirement. Type Certification strategy/basis is considered very low risk or better.
Good Confidence	Not Used.
Acceptable Confidence	The Authority considers all of the confidence characteristics 1 - 3 to be true.

	<p>Satisfies the requirement of an airworthiness strategy relevant to the service required. Information provided with adequate supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority has confidence that they could meet this requirement. Type Certification strategy/basis is considered viable and achievable within required timescales.</p>
Concerns	<p>The Authority considers the confidence characteristics 1-3 to be partially true.</p> <p>Satisfies the some of the requirement of an outline airworthiness strategy relevant to the service required but with insufficient supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority has only minor concerns that they could meet this aspect of the Authority's requirement. Type Certification strategy/basis is considered potentially viable but unlikely to be achievable within required timescales.</p>
Unacceptable	<p>It is the Authority's judgement that very few of the confidence characteristics 1-3 are true.</p> <p>The proposal does not meet the requirement. Basic outline generic airworthiness strategies supplied with little or no evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary. Does not provide the level of confidence required by the Authority for a project of this complexity and / or they have material concerns. Type Certification strategy/basis is considered high risk and unlikely to be achievable within required timescales.</p>

Air Safety Management System (AMS) and Air System Safety Case (ASSC) (DID19)

<p>Aim To contract with a supplier who can deliver an effective Air Safety Management System (ASMS) and an Air System Safety Case (ASSC).</p>	
<p>Background The Tenderer shall deliver an initial draft Air Safety Management System (ASMS) as detailed in DEF STAN 00-056, part 1, issue 7 and DEF STAN 00-056, part 2, issue 5 and an Air System Safety Case (MRPs RA 1200/1, issue 4 and RA 1205, issue 5 refer).</p> <p>All organizations directly or indirectly involved in Defence Aviation shall establish and maintain an effective Air Safety Management System (ASMS). In compliance with MRP 1200(1), the organization's ASMS should address the auditable facets identified but not limited to those identified within ASDOT DID 19.</p> <p>An ASSC is an up to date, through-life body of evidence that presents a coherent safety argument that demonstrates that all credible RtL associated with an Air System have been identified, assessed and mitigated satisfactorily</p>	
<p>Evidence Required The provision of a comprehensive, qualitative and articulate ASMS and an ASSC compliant but not limited to the ASDOT Data Item Descriptions (DID 19 and DID 24). The response should be supported by substantive information and support claims of how the air system safety will be managed and delivered, including all Defence Lines of Development (DLODS) and how ASDOT will be suitably certified as safe to fly and safe to operate.</p> <p>The organisation is to produce an ASSC in accordance with MRP RA 1205 issue 5 as an up to date, through-life body of evidence that presents a coherent safety argument that demonstrates that all credible RtL associated with an Air System have been identified, assessed and mitigated satisfactorily.</p> <p>The ASSC will need to give consideration across all DLODs with the associated arguments being proportionate to the specific needs of the activity and the level of risk.</p> <p>Note: Defence Lines of Development (DLODs) - Within MOD the DLODs provide a mechanism for co-ordinating the parallel development of different aspects of capability that need to be brought together to create a real military capability. This includes Training; Equipment; Personnel; Information; Concepts & Doctrine; Organisation; Infrastructure; Logistics (ie Sustainability). Interoperability is regarded as an overarching theme.</p>	
<p>Confidence Characteristics The Authority is confident that:</p> <ol style="list-style-type: none"> 1. The Tenderer has provided details of the proposed ASDOT ASMS and that given the Tenderer's level of risk and the proposed mitigations, shall form the basis for delivery of safe air systems that will be operated safely to deliver ASDOT capability as required. 2. The Tenderer has provided an Air System Safety Case in accordance with MRP RA 1205 issue 5 as an up to date, through-life body of evidence that presents a coherent safety argument that demonstrates that all credible RtL associated with an Air System have been identified, assessed and mitigated satisfactorily. An effective plan to address any areas requiring further evidence has been delivered. 3. Evidence shall cover all aspects of an air system including all DLODS. 	
<p>Scoring Guidance</p>	
<p>Score</p>	<p>Guidance</p>
<p>High Confidence</p>	<p>The Authority considers all of the confidence characteristics 1 - 3 to be true.</p> <p>Exceeds the requirement for the supply of an ASMS and comprehensive and robust arguments with meaningful evidence to support RtL evaluation of a holistic ASDOT service, within an ASSC. ASMS and ASSC is sufficiently detailed and substantiated to add value. Comprehensive and</p>

	<p>robust information provided with strong supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority is highly confident in the bidding organization's ability to meet this requirement. Type Certification strategy/basis is considered very low risk or better.</p>
Good Confidence	Not Used.
Acceptable Confidence	<p>The Authority considers all of the confidence characteristics 1 - 3 to be true.</p> <p>Satisfies the requirement of an ASSC and ASMS relevant to the service required. Sufficient information provided with adequate supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority is confident that they could meet this requirement. Type Certification strategy/basis is considered viable and achievable within required timescales.</p>
Concerns	<p>The Authority considers the confidence characteristics 1-3 to be partially true.</p> <p>Satisfies the some of the requirement for an ASMS and ASSC relevant to the service required but with insufficient supporting evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary such that the Authority has only minor concerns that they could meet this aspect of the Authority's requirement. Type Certification strategy/basis is considered potentially viable but unlikely to be achievable within required timescales.</p>
Unacceptable	<p>It is the Authority's judgement that very few of the confidence characteristics 1-3 are true.</p> <p>The proposal does not meet the requirement. Basic outline ASMS and ASSC supplied with little or no evidence to demonstrate that the Tenderer has the requisite ability, experience, skills, resources and quality measures necessary. Does not provide the level of confidence required by the Authority for a project of this complexity and / or they have material concerns. Type Certification strategy/basis is considered high risk and unlikely to be achievable within required timescales.</p>

b) DIDS evaluated as high confidence or low confidence. These DIDS will be evaluated against the criteria stipulated in the table below. The Authority expects all DIDS to achieve an evaluation of high confidence at final evaluation but a low confidence in any of the DIDS at final evaluation will not lead to exclusion from the competition. However, the information provided in these DIDS will contribute to the Authority's confidence level in evaluating the rest of your proposal.

Service Delivery Plan (SDP) (DID01)

Aim	
To contract with a supplier who can demonstrate a clear, detailed and robust SDP to achieve FOC and deliver the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.	
Background	
The Authority requires a detailed and robust SDP that demonstrates how the Contractor proposes manage the delivery of the service to a standard that is acceptable to the Authority.	
Evidence Required	
The SDP shall include, but is not limited to, the following essential information: Introduction, Purpose and Overview:	
<ul style="list-style-type: none"> • Objectives and scope • Assumptions, dependencies, constraints and exclusions • Project success criteria & factors • Execution strategy and delivery approach • Monitoring & control, including earned value management implementation. • Reporting • Organisation and governance • Learning from experience 	
The SDP shall include, but is not limited to, the following subordinate plans, to be delivered as annexes to the SDP. These individual annexes to the SDP will be scored in line with their individual DID scoring criteria;	
<ul style="list-style-type: none"> • Risk, Issues and Opportunities Management Plan (see DID 02) • Quality Management Plan (see DID 03) • Asset and Supply Chain Management (see DID 04) • ARMP (see DID 05) • Security Management Plan (see DID 06) • Information Management and Interoperability Plan (see DID 07) • BC & DRMP (see DID 08) • Sub-Contractor Management Plan (see DID 09) • Contract Exit & Transition Management Plan (see DID 10) • Human Resources Plan (see DID 11) • Corporate Social Responsibility (see DID 12) 	
Scoring Guidance	
Score	Guidance
High Confidence	The SDP is at a sufficient level of maturity, with relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.
Low Confidence	The SDP has not reached a sufficient level of maturity, or is not accompanied by relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.

Risk, Issues and Opportunities Management Plan (ROMP) (DID02)

<p>Aim To contract with a supplier who can demonstrate a clear, detailed and robust Risk, Issues and Opportunities Management Plan to achieve FOC and deliver the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority. The Plan should identify the key risks and issues which should be addressed and the opportunities which may be taken.</p>	
<p>Background The Authority requires a detailed and robust plan which details how the Contractor proposes to manage the risks, issues and opportunities during the period of the Contract. This is essential to assure the Authority that risks, issues and opportunities will be managed effectively.</p>	
<p>Evidence Required</p> <ol style="list-style-type: none"> 1. The Contractor shall deliver a Risk, Issues & Opportunities Management Plan in accordance with Association for Project Management (APM) and/or Management of Risk (MOR) best practice which shall include, but is not limited to, the following information: <ol style="list-style-type: none"> a. Introduction. b. Management Process – a detailed description of the processes which will be used to manage risks, issues and opportunities, to include: <ol style="list-style-type: none"> (1) Identification (2) Assessment (3) Developing responses (4) Monitoring, reporting and escalation c. Risk, Issues & Opportunity Reviews: <ol style="list-style-type: none"> (1) A process and frequency for conducting risk, issue and opportunity reviews within the Contractor’s Organisation. (2) A process for conducting quarterly risk, issue and opportunity reviews with the Authority, including a generic agenda for reviews. d. Risk, Issue & Opportunity Reporting: <ol style="list-style-type: none"> (1) A process and frequency for reporting risks, issues and opportunities to the Authority, including both regular and ad-hoc reporting. e. Risk Governance. <ol style="list-style-type: none"> (1) Have a clear process for allocating the most appropriate person to manage risks and / or opportunities; (2) Have a clear escalation process. f. Methods, Tools & Techniques: 2. Provide information on any recognised methods, tools and techniques that are used to manage risks, issues and opportunities. 	
<p>Scoring Guidance</p>	
<p>Score</p>	<p>Guidance</p>
<p>High Confidence</p>	<p>The ROMP has clearly defined processes and utilises an assessment tool. The plan provides the Authority with confidence that the Contractor has processes and procedure either in place or ready to implement which are appropriate to managing the ASDOT Contract risks, issues, and opportunities.</p>
<p>Low Confidence</p>	<p>The ROMP fails to outline the required processes to manage the risks, issues, and/or opportunities that may be associated with the ASDOT Contract and/or the Authority has concerns regarding the Contractor’s ability to manage the risks, issues and/or opportunities based on the evidence provided.</p>

Quality Management Plan (QMP) (DID03)

Aim To contract with a supplier who can demonstrate that the service will be delivered in a manner that presents an acceptable level of risk to the Authority and is supported by a robust Quality Management System with a clear and detailed Quality Management Plan.	
Background The Authority requires a detailed and robust Quality Management Plan that demonstrates how the Contractor proposes manage quality to a standard that is acceptable to the Authority.	
Evidence Required 1. The Quality Management Plan shall specify how the Contract related quality requirements shall be fulfilled and will be developed in accordance with the following: a. The Quality Management Plan shall describe the QA activities, processes and resources required to ensure successful delivery of the project against the Contract and the applicable standards. b. The Quality Management Plan shall comply with the Allied Quality Assurance Publication (AQAP); AQAP 2105 - NATO Requirements for DQP. 2. The Plan shall confirm the applicability of the Contractor's existing Business Management System, certificated against BS EN ISO 9001:2015 as satisfying the requirements of the Contract. With specific regards to entities not in a legal relationship, Tenderers are to deliver a draft Quality Management Plan as part of the Tender process in accordance with AQAP 2105 to demonstrate how quality will be delivered.	
Scoring Guidance	
Score	Guidance
High Confidence	The QMP complies with AQAP 2105 when evaluated using the Deliverable Quality Plan Review and Evaluation Form which is available in the ASDOT Data Room.
Low Confidence	The QMP does not comply with AQAP 2105 when evaluated using the Deliverable Quality Plan Review and Evaluation Form.

Asset and Supply Chain Management Plan (ASCMP) (DID04)

<p>Aim To contract with a supplier who can demonstrate a clear, detailed and robust ASCMP to achieve FOC and deliver the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.</p>	
<p>Background The Authority requires a detailed and robust ASCMP that demonstrates how the Contractor proposes manage asset holdings and their associated supply chain arrangements to a standard that is acceptable to the Authority.</p>	
<p>Evidence Required</p> <p>1. The ASCMP shall detail those aspects of asset and supply chain management required to undertake the Contract. It shall include the specific quality practices, processes, resources and activities relating to the Contractors asset and supply chain management required to meet the service provision. The Contractor shall deliver an ASCMP which shall include, but is not limited to, the following sections;</p> <ul style="list-style-type: none"> a. Introduction; <ul style="list-style-type: none"> (1) Scope b. Asset Management – a detailed description of the processes utilised to manage the assets, including <ul style="list-style-type: none"> (1) Inventory planning – <ul style="list-style-type: none"> ▪ Initial provisioning and ▪ in service provisioning/review (2) Supply chain strategy <ul style="list-style-type: none"> ▪ Supply chain management ▪ Support continuity/sustainability ▪ Configuration control - in accordance with DEF STAN 05-57 Configuration Management of Defence Materiel c. Support solution <ul style="list-style-type: none"> (1) Continuity plans d. Obsolescence strategy and Management – detail of the Obsolescence management strategy, including the methodology for mitigation of Obsolescence concerns and the resolution of Obsolescence issues. e. Disposal - providing assurance to the Authority that disposal plans meets relevant Legislation and is reviewed and updated to an acceptable standard. 	
<p>Scoring Guidance</p>	
<p>Score</p>	<p>Guidance</p>
<p>High Confidence</p>	<p>The ASCMP is at a sufficient level of maturity, with relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.</p>
<p>Low Confidence</p>	<p>The ASCMP has not reached a sufficient level of maturity, or is not accompanied by relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.</p>

Availability, Reliability and Maintainability Plan (ARMP) (DID05)

<p>Aim To contract with a supplier who can demonstrate a clear, detailed and robust ARMP to achieve FOC and deliver the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.</p>	
<p>Background The Authority requires a detailed and robust ARMP that demonstrates how the Contractor proposes manage availability, reliability and maintainability issues to a standard that is acceptable to the Authority.</p>	
<p>Evidence required</p> <ol style="list-style-type: none"> 1. The ARMP shall detail Contract the practices, processes, and activities required to meet the service provision. The Contractor shall deliver an ARMP which shall include, but is not limited to, the following information: 2. Introduction; <ol style="list-style-type: none"> a. Scope b. ARM requirement summary c. ARM organisation & interfaces 3. Availability Plan <ol style="list-style-type: none"> a. Methodologies, tools and techniques b. Availability metrics c. Assurance detail 4. Reliability Plan, in accordance with DEF STAN 00-40. <ol style="list-style-type: none"> a. Data selection, data storage & data flow b. Methodologies, tools & techniques c. The procedure for implementing the requirements of a Failure Modes, Effects and Criticality Analysis (FMECA). 5. Maintainability Plan <ol style="list-style-type: none"> a. Data selection, data storage & data flow b. Methodologies, tools & techniques c. Detail of standards employed and regulations worked to d. A description of the procedure for implementing the requirements of Reliability-Centred Maintenance (RCM). e. A description of the procedure for implementing the requirements of a Level of Repair Analysis (LORA). 6. The ARMP shall be kept under review by the Contractor with formal reviews being carried out annually. 7. The Contractor shall show how they propose to evolve the ARMP to accommodate the different phases of the Contract. 8. The Contractor shall provide confidence to the Authority that their ARMP is appropriate to ensure that there is no impact on the availability of the delivery requirement. 	
<p>Scoring Guidance</p>	
<p>Score</p>	<p>Guidance</p>
<p>High Confidence</p>	<p>The ARMP is at a sufficient level of maturity, with relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.</p>
<p>Low Confidence</p>	<p>The ARMP has not reached a sufficient level of maturity, or is not accompanied by relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.</p>

Security Management Plan (DID06)

Aim

To contract with a supplier who can demonstrate a clear, detailed and robust approach to security that supports the achievement of FOC, delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.

Background

The Authority requires a detailed and robust Security Management Plan that demonstrates how the Contractor proposes to manage security issues to a standard that is acceptable to the Authority.

Evidence required

1. The Security Management Plan shall include, but is not limited to, the following sections:
 - a. Introduction.
 - b. Scope.
 - c. Premises, physical safety and security – List X status.
 - d. Roles & responsibilities.
 - (1) Training/experience required
 - (2) Vetting levels/nationality requirements
 - (3) Key posts
 - e. System accreditation
 - (1) Managing & maintenance of RMADS
 - f. Governance & reporting
 - (1) Stakeholder engagement
 - (2) Meetings & working groups
 - (3) Reporting
 - (a) Incident management
 - (b) Fault reporting
 - (c) Breaches – actual, attempted or suspected.
 - g. Personnel security
 - (1) Training
 - (2) Acceptable use policy
 - h. Physical security of ASDOT assets including GFE (if supplied)
 - (1) Access controls
 - (2) Protective monitoring
 - (3) Penetration testing/ vulnerability assessment
 - (4) Hardware & media
 - (a) Asset controls
 - (b) Disposal
 - (5) Breaches – actual, attempted or suspected.
 - (6) Cryptographic handling
 - (a) Summary of procedures, personnel and infrastructure in place to implement secure Cryptographic handling and operating procedures up to United Kingdom Secret Eyes Only (UKSEO) classification.
 - (7) Security classification handling procedures.
 - (8) General security procedures to preserve integrity of information (e.g. security clearances, virus-checking etc.)
 - i. Cyber Security

- (1) Cyber Security Essentials Plus Certification validity.
- (2) Cyber Security Model Supplier Questionnaire.

NOTE: In the event of non-compliance with DEFCON 658 (Cyber), the Contractor shall produce and comply with a Cyber Implementation Plan that has been agreed with, and endorsed by, the Authority. It shall comply with DEF STAN 05-158 and include, but is not limited to, the following sections:

- a. Current level of supplier compliance.
- b. Reasons unable to achieve full compliance.
- c. Measures planned to achieve compliance / mitigate the risk with dates.
- d. Anticipated date of compliance / mitigations in place.

Scoring Guidance

Score	Guidance
High Confidence	The Security Management Plan provides confidence the Contractor and/or their Sub-Contractors have a robust strategy that will allow the Contractor and/or their Sub-Contractor to comply with DEFCON 658 within a reasonable time frame and with only minor concerns.
Low Confidence	The Security Management Plan is not compliant with DEFSTAN 05-138 and/or does not provide confidence that the Contractor and/or their Sub-Contractors will be able to fully comply with DEFCON 658 in a reasonable timeframe, and/or the Authority has cause for moderate concern regarding the Contractor's Cyber Security.

Information Management and Interoperability Plan (IMIP) (DID07)

Aim

To contract with a supplier who can demonstrate a clear, detailed and robust IMIP that supports the achievement of FOC, delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.

Background

The Authority requires a detailed and robust IMIP that demonstrates how the Contractor proposes to manage information management and interoperability issues to a standard that is acceptable to the Authority.

Evidence required

1. The Information Management and Interoperability Plan which shall demonstrate a strategy for applying relevant Information handling processes throughout the service provision which includes the voice and data exchange systems in operation within the training environment to ensure interoperability. This includes, but is not limited to, the following sections:

- a) Information management.
 - (1) Overview of Information Management processes within the organisation.
 - (2) Table specifying key Information Management roles and responsibilities.
 - (3) Version controlling procedures.
- b) Information communities.
 - (1) Processes to exchange information within the direct organisation, and sharing procedures in place with Parent and Partner organisations.
- c) Standard working practices.
 - (1) Standards for File Plans.
 - (2) Standard working practices relating to information flows which support normal business.
- d) Information infrastructure.
 - (1) Information infrastructure in place to support requirements, including both physical and electronic.
 - (2) A table of the information flows that are required for the organization to achieve its objectives.
 - (3) Understanding of operating and maintaining a secret communications network.
- e) Statutory requirements.
 - (1) A summary of how the organisation will handle key issues that apply to the information needed to support the business and comply with law and Government policy, including: Legal and regulatory issues such as Data Protection Act, Public Records Act, Environmental regulations issues, the FOIA.
 - (2) General Data Protection Regulation (GDPR).
 - (3) Software licences and IPR.

f) Software Management.

- (1) Identification of the external software that will be brought into the project and management of the associated licences.
- (2) Strategy for software support throughout the life of the Contract to cover operating system updates, firmware upgrades and Obsolescence management.
- (3) Outline of the procedures of handling, storing and interpreting large volumes of data.
- (4) Major risks that might impact on the delivery of software management.
- (5) Version controlling procedures / Configuration Management (CM).
- (6) Identification of how the Contractor will provide assurance that measurable and realistic software support requirements have been derived to meet the stakeholders' software change needs.
- (7) Strategy for proposal to manage the proposed solution (to (UKSEO)) into the Authority's software.

g) Interoperability.

- (1) Summary of the Tenderer's strategy for handling commercial and military data and communication systems as identified in the Information Exchange Requirement document within the Data Room.
- (2) Summary of processes for implementing configuration management.
- (3) Identification of associated risks and issues (and mitigations) across MOD/Industry boundary for systems and services.

h) Configuration management.

- (1) Configuration management requirements and responsibility.
- (2) Configuration identification and documentation.
- (3) Configuration change management, to include initiation, identification and documentation.
- (4) Configuration accounting.
- (5) Configuration audit.
- (6) Configuration reporting.

Scoring Guidance

Score	Guidance
High Confidence	The IMIP is at a sufficient level of maturity, with relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.
Low Confidence	The IMIP has not reached a sufficient level of maturity, or is not accompanied by relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.

Business Continuity and Disaster Recovery Management Plan (DID08)

Aim To contract with a supplier who can demonstrate a clear, detailed and robust Business Continuity and Disaster Recovery Management Plan that supports the achievement ofFOC, delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.	
Background The Authority requires a detailed and robust Business Continuity (BC) and Disaster Recovery Management Plan (DRMP) that demonstrates how the Contractor proposes to manage Business Continuity and Disaster Recovery issues to a standard that is acceptable to the Authority.	
Evidence required 1. The Contractor shall deliver a BC & DRMP which shall include, but not limited to, the following sections; a. Introduction b. Conditions and rules for the plan to be invoked c. The process for invoking the plan and activating fall back plans d. Risk analysis of possible BC&DR scenarios, including impact to service delivery e. Mitigations to reduce impact of identified risks f. Appropriate fall back plans and processes to be followed if an event occurs g. Communication strategy in event of BC&DR event h. Identification of business critical resources and infrastructure i. Identification of single points of failure and how these are mitigated j. Safeguards in place for storing and retrieving business critical information data, plans, processes, configurations, records etc. k. How the BC&DRMP is flowed down throughout the supply chain l. Authority responsibilities to the Contractor	
Scoring Guidance	
Score	Guidance
High Confidence	The plan provides the Authority with sufficient confidence that the Contractor has fully considered, and has a detailed and robust plan to be able to satisfactorily respond to, the full range of business continuity and disaster response issues that might pose a risk to the delivery of the ASDOT service. Evidence that measures are reasonable and relevant to the potential risks.
Low Confidence	The plan does not provide the Authority with sufficient confidence that the Contractor has fully considered, and has a detailed and robust plan to be able to satisfactorily respond to, the full range of business continuity and disaster response issues that might pose a risk to the delivery of the ASDOT service.

Sub-Contractor Management Plan (DID09)

Aim To contract with a supplier who can demonstrate a clear, detailed and robust plan for managing Sub-Contractors that supports the achievement of FOC, delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.	
Background The Authority requires a detailed and robust Sub-Contractor Management Plan that demonstrates how the Contractor proposes to manage Sub-Contractors in a manner that is acceptable to the Authority.	
Evidence required 1. The Contractor shall deliver a Sub-Contractor Management Plan which shall include, but not limited to, the following sections; a. Introduction b. List of Sub-Contractors and their involvement with the delivery of the Contract including, but not limited to, the following information; c. Ownership d. Company Name e. Location. f. Services or Goods being supplied g. % value of overall Contract. h. Management approach to include; i. Performance management j. Reporting k. Quality management l. Flow down of standards, conditions and requirements m. Security	
Scoring Guidance	
Score	Guidance
High Confidence	The Plan will clearly define the full list of Sub-Contractors, the services they provide, the role that they are fulfilling and their percentage value of the Contract. The Plan will detail how You will manage the performance of the Sub-Contractors and ensure the quality of the service they deliver is commensurate with the Contract requirements. The Plan should detail how you will flow down relevant sections of the Contract and propose a method to deal with issues where Sub-Contractors are unwilling or unable to comply.
Low Confidence	The Plan fails to provide the Authority with a clear picture of the identity and value to the Contract of the Sub-Contractors. You have failed to describe appropriate management procedures and the Authority is concerned that appropriate terms and conditions may not be present in your Sub-Contracts.

Contract Exit and Transition Management Plan (DID10)

Aim To contract with a supplier who can demonstrate a clear, detailed and robust plan for contract exit and transition to another provider which addresses the Authority's priorities for uninterrupted delivery of capability and presents an acceptable level of the risk to the Authority.	
Background The Authority requires a detailed and robust contract exit and Transition Management Plan that demonstrates how the Contractor proposes to manage contract exit and transition issues to a standard, and in a manner, that is acceptable to the Authority.	
Evidence required 1. The Contractor shall deliver a Contract Exit and Transition Management Plan which shall include, but is not limited to, the following sections; a. Introduction b. Contract Exit c. Plans and processes during Contract closure and exit d. Obligation of the Authority e. Transition f. Plans for transferring data, information, and records g. Plans for transferring assets h. Plans for working with Third Parties to support transition activities i. TUPE	
Scoring Guidance	
Score	Guidance
High Confidence	The Plan shows understanding of the issues that exit and transition will present to the Contractor, the Authority, and any new providers of services. It provides the Authority with confidence that the Contractor has processes and procedures in place that shows willingness to work with other stakeholders to minimise disruption and aid in transition.
Low Confidence	The Plan fails to address potential issues that may cause disruption to service delivery and/or a delay in transition to a any new service provider(s) leaving the Authority with moderate concerns.

Human Resources (HR) Plan (DID11)

Aim To contract with a supplier who can demonstrate a clear, detailed and robust Human Resources Plan that supports the achievement of FOC, delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.	
Background The Authority requires a detailed and robust Human Resources Management Plan that demonstrates how the Contractor proposes to manage HR issues to a standard that is acceptable to the Authority.	
Evidence required 1. The Contractor shall deliver the Human Resources Plan which shall include, but not limited to, the following sections; a. Introduction b. Competence & Training (1) Processes for ensuring permanent and contracted staff are SQEP to fulfil roles as required by the Contract. (2) Training plan (3) Induction (4) Medicals (5) Record keeping c. Security (1) Clearances: Process for Logging, reviewing and resubmitting clearances. (2) ITAR Control d. Organization (1) Structure (2) Key positions (3) Resource levels e. Audits (1) Annual employee checks and reports f. Sustainability (1) Recruitment (2) Succession Planning g. TUPE h. Company HR Policies	
Scoring Guidance	
Score	Guidance
High Confidence	The HR Plan is at a sufficient level of maturity, with relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.
Low Confidence	The HR Plan has not reached a sufficient level of maturity, or is not accompanied by relevant supporting evidence, to adequately assure the Authority that there will be no material impact on the Contractor's ability to deliver the ASDOT service.

Corporate Social Responsibility (CSR) (DID12)

<p>Aim To contract with a supplier who can demonstrate a clear, detailed and robust approach to CSR issues and therefore presents an acceptable level of risk to the Authority.</p>	
<p>Background The Government sees CSR as the business contribution to the Government's sustainable development goals. Essentially it is about how business takes account of its economic, social and environmental impacts in the way it operates - maximising the benefits and minimising the downsides. Specifically, the Government regards CSR as the voluntary actions that business can take, over and above compliance with minimum legal requirements, to address both its own competitive interests and the interests of wider society.</p>	
<p>Evidence required Provide a Corporate Social Responsibilities (CSR) policy/ies, that covers:</p> <ol style="list-style-type: none"> 1. Ethical trading; 2. Human rights; 3. Bribery and corruption; 4. Sustainability; 5. Environmental issues; 6. Bio diversity; 7. Diversity and equal opportunities; 8. Impact upon society; and 9. Corporate governance arrangements. 10. Modern Slavery 	
<p>Scoring Guidance</p>	
Score	Guidance
High Confidence	The Plan provides the Authority with confidence that the Contractor has considered the wide range of CSR risks, issues, and opportunities and has robust procedures and policies in place or ready to implement to manage these, including evidence of the intention to protect people, environmental sustainability as well as approaches to other ethical issues. The plan reduces the risk of a CSR breach and protects the Contractor and the Authority from reputational damage.
Low Confidence	The Contractor fails to identify or propose management strategies and procedures to robust enough to protect people, environmental sustainability and/or fails to address other ethical issues. There is unacceptable risk of a CSR breach and /or the Authority has concerns regarding the Contractors approach to CSR issues.

Monthly Performance Report (DID14)

Aim

To contract with a supplier who will provide full, accurate and transparent management information that supports efficient management and delivery of the service throughout the period of the Contract, and which presents and acceptable level of risk to the Authority.

Background

The Authority requires a transparent and cooperative approach to management of the service that demonstrates a partnering ethos with the Authority and shows how the Contractor proposes manage the provision of contract management information in a manner and to a standard that is acceptable to the Authority.

Evidence required

1. The Contractor shall deliver a Monthly Performance Report which shall include, but is not limited to:
 - a. A management dashboard, shall include, but is not limited to;
 - (1) Executive summary of period, including:
 - (a) Key achievements;
 - (b) Service Failure Points (SFP)
 - (c) Service Credit Point (SCP)
 - (d) Duty Carried Out (DCO)
 - (e) Duty Not Carried Out (DNCO)
 - (f) Duty Partially Carried Out (DPCO)
 - (g) Milestone payment tracker (for Transition Phase only)
 - (2) Milestone / deliverable tracker, including Red, Amber and Green (RAG) confidence status;
 - (3) Top risks, issues and opportunities, including mitigation or action status;
 - (4) EV statistics for the month in accordance with DEFCON 647 (Financial Management Information)
 - (5) KPI RAG status;
 - (6) PI RAG status;
 - (7) Brief programme of activities for the following month;
 - (8) Milestone payments;
 - b. An updated version of the schedule (Transition or business as usual, dependent on phase).
 - c. An updated version of the risk register.
 - d. New and outstanding issues:
 - (1) New and outstanding issues for the period
 - (2) Progress made towards their rectification.
 - e. KPI Report, to include, but not limited to;

- (1) Performance against the KPI and the PIs for the previous month;
 - (2) Historical trends against the KPI and the PIs;
 - (3) Actions being taken to restore performance, where required;
- f. The total monthly payment, to include;
- (1) Breakdown of any premium payments;
 - (2) Breakdown of any performance deductions.
 - (3) Accruals evidence for any milestones

Scoring Guidance	
Score	Guidance
High Confidence	For evaluation purpose the Authority is seeking a Monthly Performance Report template that will be utilised during the performance of the Contract. The report is clear and easy to understand and includes a dashboard view covering the KPI and PIs and provides example of background data and narratives to explain reasons for performance figures.
Low Confidence	The Monthly Performance Report template is not sufficiently clear, and/or does not display all of the data required and has not provided a worked example.

Test, Evaluation and Acceptance Plan (DID15)

Aim

To contract with a supplier who can demonstrate a clear, detailed and robust acceptance plan which details how the Tenderer proposes to generate the evidence that will verify that the proposed solution meets the requirements as specified in the Training Profiles, TCM and Top 20 as applicable. This will provide the Authority with confidence that the Tenderer will be able to demonstrate a clear pathway to achieve FOC which addresses its priorities for delivery of capability and minimizes the risk to the Authority.

Background

Acceptance is an essential component of any acquisition programme insofar as it ensures that the purchaser acquires the capability it has paid for. A detailed and robust acceptance plan is therefore essential to provide confidence that the organisation, time, people, facilities and financial resources will be in place to assure the Authority that delivery of capability will demonstrably meet the minimum specifications required by the User.

Evidence required

The Contractor shall deliver a Test, Evaluation and Acceptance Plan which shall describe:

1. How the Plan supports the Contractor's acceptance strategy.
2. The extent to which the Contractor intends to utilise existing information and data to generate the necessary evidence to support acceptance.
3. How any shortfalls in evidence will be addressed (e.g. by planning additional testing to generate new evidence).
4. The proposed test, evaluation and acceptance activities, detailing all key integration and support activities that include dependencies upon the Authority.
5. The proposed acceptance schedule: A level 0 Gantt chart (or equivalent that is acceptable to the Authority) identifying the critical path to delivering Capability Milestones is to be included as part of the Contractor's Test, Evaluation and Acceptance Plan.
6. The resources requirements for test and acceptance activities.
7. How the Contractor's plan connects to or is supported by any subordinate test plans, test schedules, test scenarios, test cases/procedures and test reports (including independent reports).
8. References to key risks against delivery of the Capability Milestones and the Contractor's proposed mitigations.
9. How the Contractor will manage evidence and store it in order to maintain an audit trail.
10. The applicable stakeholders and how the Contractor proposes engaging with them to deliver their acceptance plan within the proposed schedule.
11. The format of the Contractor's proposed Acceptance Case Report which is to be approved by the Authority.
12. How the Contractor proposes to work with the Authority (through the ASDOT Acceptance and Assurance Working Group (A3WG)) in order to seek the Authority's endorsement of Acceptance against the proposed Capability and Acceptance Milestones.
13. How any agreed GFA will contribute to delivery of test, evaluation and acceptance.

Scoring Guidance

Score	Guidance
High Confidence	The Authority considers that the Contractor's Test, Evaluation and Acceptance Plan sufficiently addresses the issues (numbered 1 -13)

	identified in this DID that would assure the Authority that delivery of capability will demonstrably meet the minimum specifications required by the User.
Low Confidence	The Authority considers that the Contractor's Test, Evaluation and Acceptance Plan does not sufficiently address the issues (numbered 1 - 13) identified in this DID that would assure the Authority that delivery of capability will demonstrably meet the minimum specifications required by the User.

Safety Assessment and Equipment Safety Assessment Report (ESA) (DID20)

<p>Aim To contract with a supplier who can deliver an effective and robust Safety Assessment and Equipment Safety Assessment Reports to support the host Air System's Equipment Safety Assessment and the Air System Safety Case. The ESA/SAs shall be maintained and routinely kept up-to-date throughout the life of the Air System or equipment.</p>							
<p>Background The Tenderer shall provide Equipment Safety Assessment Report(s) and Safety Assessments in accordance with RA 1220(3) issue 4. The approach to safety reporting shall comply with that defined within DEF STAN 00-056 part 1, issue 7 and DEF STAN 00-056 part 2, issue 5. The terms Equipment Safety Assessment (ESA), Safety Assessment (SA) and Air Systems Safety Case (ASSC) are used in MAA Regulatory publications in the Defence Air Environment (DAE). Safety terms are defined within (Ref: MAA02, issue 6.1 - Military Aviation Authority Master Glossary).</p>							
<p>Evidence required</p> <ol style="list-style-type: none"> 1. Shall be delivered in an acceptable format to fully comply with DEF-STAN 00-056 and RA 1220(3). 2. The ESA shall include a Hazard Log report. 3. The Tenderer ESA/SA shall be kept under review by the Tenderer and approved by a suitable authorised representative of the Tenderer in accordance with the roles and responsibilities defined in the relevant management plan and endorsed by the Safety Committee. 4. Shall be subject to audit and that full rights to audit is granted to the Customer. 5. timing and scope shall be agreed with the customer and defined within the Safety Management Plan (SMP). 							
<p>Confidence Characteristics The Authority is confident that:</p> <ol style="list-style-type: none"> 1. The Tenderer has provided a clear and detailed ESA to provide an accurate and substantive report of the status of the holistic ASDOT service provision safety status. The Authority is assured that ESA will be delivered periodically in accordance with the timescales defined within the SMP. 2. The Authority is confident that the ESA are validated to underpin the ASSC and Military Permit To Fly (MPTF) and formally controlled and authorised. 3. The Authority is highly confident in the Tenderer's ability to meet the Authority's requirement 							
<p>Scoring Guidance</p> <table border="1"> <thead> <tr> <th>Score</th> <th>Guidance</th> </tr> </thead> <tbody> <tr> <td>High Confidence</td> <td>The Authority considers the confidence characteristics 1-3 to be true.</td> </tr> <tr> <td>Low Confidence</td> <td>It is the Authority's judgement that not all of the confidence characteristics 1-3 are true.</td> </tr> </tbody> </table>		Score	Guidance	High Confidence	The Authority considers the confidence characteristics 1-3 to be true.	Low Confidence	It is the Authority's judgement that not all of the confidence characteristics 1-3 are true.
Score	Guidance						
High Confidence	The Authority considers the confidence characteristics 1-3 to be true.						
Low Confidence	It is the Authority's judgement that not all of the confidence characteristics 1-3 are true.						

Human Factors Integration (HFI) (DID21)

<p>Aim To contract with a supplier who can deliver an effective and robust Human Factors Integrated Management System (HFIMS) for the benefit for the provision of the holistic ASDOT service.</p>	
<p>Background The Tenderer shall provide an HFIMS and an associated Human Factors Integration Management Plan (HFIMP) to effectively capture and manage ASDOT HFI risks in a format that fully complies with DEF STAN 00-251. The Tenderer shall detail how the ASDOT solution has been/will be subject to HFI to minimise HF risks to promote safe, efficient and reliable operation of ASDOT.</p>	
<p>Evidence</p>	

The Tenderer shall deliver the following in accordance with DEF STAN 00-251 and explain how this has/will support ASDOT service provision:

1. Human factors Integration Management Plan (HFIMP)
2. Early Human Factors Analysis (EHFA)
3. HFI RAIDO register
4. Target Audience Description (TAD)

Confidence Characteristics

The Authority is confident that:

1. The Tenderer has considered and affected the requirement for a qualitative Human Factors Integrated Management Systems iaw DEF STAN 00-251.
2. A comprehensive and robust HFI plan, Early Human Factors Analysis (EHFA) and Target Audience Description (TAD) has been/will be developed to minimise HFI risks for the provision of the ASDOT service.

Scoring Guidance

Score	Guidance
High Confidence	The Authority considers the confidence characteristics 1-2 to be true.
Low Confidence	It is the Authority's judgement that not both of the confidence characteristics 1-2 are true.

Electromagnetic Control Plan (EMCP) (DID22)

Aim To contract with a supplier who can deliver and implement an effective strategy through an Electromagnetic Control Plan (EMCP) to benefit the provision of the holistic ASDOT service.	
Background The Tenderer shall provide an EMCP that defines the requirements necessary to implement an effective EM control strategy to achieve Electromagnetic compatibility.	
Evidence The Tenderer shall deliver an effective EM control strategy and plan in accordance with DEF STAN 59-411, part 1, issue 2. The EM Control Plan shall include, as a minimum: <ul style="list-style-type: none">• Technical Description• Applicability• Requirements• Management and Organisation• Documentation• Design Policy• EM Verification• Quality Assurance Programme EM risks, testing strategy and continuous monitoring regime shall be defined.	
Confidence Characteristics The Authority is confident that: <ol style="list-style-type: none">1. The Tenderer has considered and affected the requirement for a qualitative Human Factors Integrated Management Systems iaw DEF STAN 59-411, part 1, issue 2.2. A comprehensive and robust EM Control Plan, has been/will be developed to minimise EM risks for the provision of the ASDOT service.	
Scoring Guidance	
Score	Guidance
High Confidence	The Authority considers the confidence characteristics 1-2 to be true.
Low Confidence	It is the Authority's judgement that not both of the confidence characteristics 1-2 are true.

Environmental Management (EMP) (DID23)

Aim

To contract with a supplier who can demonstrate effective and robust Environmental Management culture, process and practice. An established Environmental Management System and Environmental Plan shall demonstrate the effective management of Environmental risk throughout the period of ASDOT service provision. To ensure ASDOT service provision delivers the Best Practical Environmental Option (BPEO).

Background

All MOD Defence Equipment and Support (DE&S) projects are mandated to use the Acquisition Safety and Environmental Management System (ASEMS) to manage Environmental risk. This stipulates that all projects shall meet the objectives set out in the Project Oriented Environmental Management System (POEMS). POEMS provides MOD guidance on delivery of MOD Environmental Management and environmental engineering and should be used by contractors, and suppliers.

Evidence

Provision of bidders ASDOT Environmental Management Plan (EMP) which should include as a minimum:

1. Strategy for addressing environmental performance and delivery of environmental assurance throughout the period of Contract
2. Project team(s) environmental organisation and lines of authority. How will key personnel be recruited/appointed and what prior knowledge, skills and experience are relevant to each role Details of any provisional or confirmed appointments (with accompanying CVs) would add value
3. Details of the Environmental Management System including, but not limited to:
 - a. Technical tasks to be undertaken and organisation responsible for implementing them
 - b. Identification of project staff with responsibility for conducting environmental tasks - Details of any provisional or confirmed environmental personnel appointments (with accompanying CVs) would add value
 - c. Levels/lines of authority/delegation for management/responsibility of environmental issues?
 - d. Project environmental documents or reports
 - e. Regime for internal or independent audits of the environmental management system. Delivery of:
 - i. Environmental Audit Plan
 - ii. Environmental Audit Reports
 - f. Details of the project environmental panel/committee and other environmental meetings
 - g. Management of correspondence, reporting and interface with MOD stakeholders on environmental matters
 - h. Details of environmental reports, reviews, feedback and reporting procedures. Delivery of:
 - i. Environmental Impact Screening and Scoping Report
 - ii. Environmental Impact Management Report
 - i. Environmental programme including timescales, milestones and deliverables including Environmental Case Report. Delivery of:
 - i. Design for Environmental Impact Report (DfEIR)
 - ii. Information Set Environmental Summary (ISES)
 - j. Details of environmental requirements, targets and supporting evidence of how they are or will be achieved.
 - k. Identify of environmental requirements arising from legislation
 - l. Comply with the Environmental management requirements defined within DEF STAN 00-051, part 1, issue 1 (Environmental Management Requirements for Defence Systems - Requirements)
 - m. Environmental related standards to be applied e.g. British Standards, Defence Standards, International Standards or overseas standards.
 - n. Adherence to the principles of ASEMS/POEMS
 - o. Identification of key environmental risks and associated mitigation

Hazard Log report – identifying significant environmental hazards, metrics and mitigation supporting how ASDOT may achieve the BPEO.	
Confidence Characteristics	
The Authority is confident that:	
1. The Tenderer has provided a clear, detailed and robust plan that, given the Tenderer’s level of risk and the proposed mitigations, shall deliver the Best Practical Environmental Option for ASDOT capability.	
2. The Tender’s Environmental Management Plan adequately defines the Environmental Management Strategy, Environmental Management System and organisation to deliver ASDOT service capability as required.	
3. Robust, comprehensive and qualitative evidence has been provided to fully address the evidence requirements stated and DID 23.	
Scoring Guidance	
Score	Guidance
High Confidence	The Authority considers the confidence characteristics 1-3 to be true.
Low Confidence	It is the Authority’s judgement that not all of the confidence characteristics 1-3 are true.

Safety Management Plan (SMP) (DID24)

Aim

To contract with a supplier who can demonstrate effective and robust Safety Management culture, process and practice. An established Safety Management System and Safety Plan shall demonstrate the effective management of safety risk throughout the period of ASDOT service provision.

Background

To ensure MOD air services acquisition is safe to operate and will operate safely. All MOD Defence Equipment and Support (DE&S) projects are mandated to use the Acquisition Safety and Environmental Management System (ASEMS) to manage safety risk. This stipulates that all projects shall meet the objectives set out in the Project Oriented Safety Management System (POSMS). POSMS provides MOD guidance on delivery of MOD safety management and safety engineering and should be used by contractors, and suppliers.

Evidence

Provision of bidders ASDOT Safety Management Plan (SMP) which should include as a minimum:

1. strategy for addressing safety performance and delivery of safety assurance throughout the period of the Contract
2. project team(s) safety organisation and lines of authority. How will key personnel be recruited/appointed and what prior knowledge, skills and experience are relevant to each role. Details of any provisional or confirmed appointments (with accompanying CVs) would add value
3. details of the Safety Management System including, but not limited to:
 - a) Technical tasks to be undertaken and organisation responsible for implementing them
 - b) Identification of project staff with responsibility for carrying out safety tasks - Details of any provisional or confirmed safety personnel appointments (with accompanying CVs) would add value
 - c) Levels/lines of authority/delegation for management/responsibility for safety
 - d) Project safety documents and reports
 - e) Regime for internal or independent audits of the safety management system.
Delivery of:
 - I. Safety Audit Plan
 - II. Safety Audit Reports
 - f) Details of the project safety panel/committee and other safety meetings
 - g) Management of correspondence, reporting and interface with MOD stakeholders in safety matters
 - h) Details of Safety reports, reviews, feedback and reporting procedures. Delivery of:
 - I. Safety Case Reports
 - II. Safety Progress and Assessment Reports
 - i) Safety programme including safety timescales, milestones and deliverables
4. Strategy for developing holistic Air System Safety Case (ASSC) including scope of work, interface with equipment safety case(s) and all Defence Lines of Defence areas (DLODs)
5. Details of safety requirements, targets and arguments and supporting evidence of how they are or will be achieved.
6. The types of safety analyses and testing regime shall also be defined
7. Definition of safety acceptance criteria
8. Identify of safety requirements arising from legislation
9. Compliance with the safety management requirements defined within DEF STAN 00-056, part 1, issue 7 (Safety Management Requirements for Defence Systems – Requirements)
10. Safety related standards to be applied e.g. British Standards, Defence Standards, International Standards or overseas standards
11. Adherence to the principles of ASEMS/POSMS
12. Identification of key safety risks and associated mitigation

13. Hazard Log report – identifying significant hazards, metrics and mitigation supporting how ASDOT may be considered As Low As Reasonably Practicable (ALARP).

Confidence Characteristics

The Authority is confident that:

1. The Tenderer has provided a clear, detailed and robust plan that, given the Tenderer's level of risk and the proposed mitigations, shall deliver safe air systems that will be operated safely to deliver ASDOT capability as required.
2. The Tender's Safety Management Plan adequately defines the Safety Management Strategy, Safety Management System and organisation to deliver a safe ASDOT service capability.
3. Robust, comprehensive and qualitative evidence has been provided to fully address the evidence requirements stated and DID 24.

Scoring Guidance

Score	Guidance
High Confidence	The Authority considers the confidence characteristics 1-3 to be true.
Low Confidence	It is the Authority's judgement that not all of the confidence characteristics 1-3 are true.

c) Commercial Compliance Matrix

DOCUMENT	TITLE/SUB-HEADINGS	COMPLIANCE			
		YES	NO		TENDERERS COMMENTS
DEFFORM 47	DEFFORM 47				
Section A	Introduction			Information only	
	Definitions			Information only	
	Purpose			Information only	
	ITT Documentation & ITT Material			Information only	
	Tender Expenses			Information only	
	Material Change of Control from Supplier Selection			Information only	
	Contract Conditions			Information only	
	Consultation with Credit Reference Agencies			Information only	
	AWARD Tool			Information only	
	Correspondence and clarification question			Information only	
	Authority Notifications			Information only	
	Applicability of TUPE			Information only	
	Authority's Advisers			Information only	
	Bidders Conference			Information only	
	US-UK Defense Trade Cooperation Treaty			Information only	
	Further Guidance on Security			Information only	
Section B	Key Activities				
	Table 1			Information only	
Section C	Instructions on Preparing Tenders				
	Tenders for Selected Contractor Deliverables			Information only	
	Construction of Tenders			Information only	
	Validity			Information only	

	Variant Bids			Information only	
	Guidance on the Content of The Tender				
	Volume 1 - Executive Summary			Shall contain all required information at Clause C8	
	Volume 2 - Technical Proposal			Shall contain all required information at Clauses C9 to C11	
	Volume 3 - Financial and Commercial Proposal			Shall contain all required information at Clauses C12 to C15	
	Volume 4 - Management and Governance			Shall contain all required information at Clauses C16 to C29	
Section D	Tender Evaluation			Information Only	
	Evaluation Process			Information only	
	Evaluation Scheme			Information only	
	Technical Compliance Matrix (TCM) Criteria			Information only	
	Assessment of Risk Within the TCM			Information only	
	Technical Top Twenty (T20) Criteria			Information only	
	Commercial Evaluation Matrix (CEM)			Information only	
	MOD clarification of Responses			Information only	
	Solution Price Calculation			Information only	
	Total Quality Score Calculation			Information only	
	Final Evaluation			Information only	
Section E	Instructions on Submitting Tenders				
	Submission of your Tender			Information only	
	Submission via AWARD			Information only	
	Submission via Tender Board			Information only	
	Negotiations			Information only	
	Best and Final Offer			Information only	

Section F	Conditions of Tendering			Information only	
	Conforming to the Law			Information only	
	Bid Rigging and Other Illegal Practices			Information only	
	Conflicts of Interest			Information only	
	Government Furnished Assets			Information only	
	Standstill Period			Information only	
	Publicity Announcement			Information only	
	Sensitive Information			Information only	
	Reportable Requirements			Information only	
	Specific Conditions of Tendering			Information only	
	Government Security Classifications Policy			Information only	
DEFFORM 47 Annex A	Tender Submission Document (Offer)			Information only	
DEFFORM 47 Appendix 1	Further Information on Mandatory Declarations			Information only	
	Part Tender			Information only	
	Minimum Order Quantities			Information only	
	Notification of Inventions etc.			Information only	
	Notification of Foreign Export Control Restrictions			Information only	
	Overseas Expenditure			Information only	
	Import Duty			Information only	
	Sub-Contracts Form 1686			Information only	
	Small & Medium Enterprises			Information only	
	Transparency, Freedom of Information and Environmental Information Regulations			Information only	
	Electronic Purchasing			Information only	
	Change of Circumstances			Information only	
	Asbestos, Hazardous Items and Depletion of the Ozone Layer			Information only	
	Military Aviation Authority (MAA) Requirements			Information only	
	Bank or Parent Company Guarantee			Information only	

	The Armed Forces Covenant			Information only	
	Cyber Essentials Accreditation			Information only	
DEFFORM 47 Annex A	Tender Submission Document (Offer)				
DEFFORM 47 Annex B	Commercial Evaluation Matrix				
DEFFORM 47 Annex C	Not Used				
DEFFORM 47 Annex D	Additional GFA				
DEFFORM 47 Annex E	Conditions to be included into contract if MOD basing solutions taken.			See Clause C27	
DEFFORM 47 Annex F	Required Insurance Response table				
DEFFORM 47 Annex	DEFFORM 539a –Tenderers' Commercially Sensitive Information Form			See Clause F14	
DEFFORM 47 Annex	DEFFORM 28 (Tender Return Labels)				
TERMS AND CONDITIONS	1. Definitions			Information only	
	2. General Conditions				
	DEFCON 76 - Contractor's Personnel at Government Establishments			Negotiable	
	DEFCON 501 - Definitions and Interpretations			Information only	
	DEFCON 503 - Formal Amendments To Contract			Information only	
	DEFCON 507 - Delivery			Information only	
	DEFCON 515 - Bankruptcy and Insolvency			Information only	
	DEFCON 516 - Equality			Information only	
	DEFCON 518 - Transfer			Information only	
	DEFCON 520 - Corrupt Gifts and Payments of Commission			Information only	
	DEFCON 526 - Notices			Information only	
	DEFCON 527 - Waiver			Information only	

	DEFCON 528 - Import and Export Licences			Information only	
	DEFCON 529 - Law (English)			Information only	
	DEFCON 530 - Dispute Resolution (English Law)			Information only	
	DEFCON 531 - Disclosure of Information			Information only	
	DEFCON 532B - Protection Of Personal Data			Information only	
	DEFCON 537 - Rights of Third Parties			Information only	
	DEFCON 538 - Severability			Information only	
	DEFCON 539 - Transparency			Information only	
	DEFCON 550 - Child Labour and Employment Law			Information only	
	DEFCON 566 - Change of Control of Contractor			Information only	
	DEFCON 619A - Custom Duty Drawback			Information only	
	DEFCON 620 - Contract Change Control Procedure			Information only	
	DEFCON 658 - Cyber			Information only	
	DEFCON 659A - Security Measures			Information only	
	DEFCON 660 - Official-Sensitive Security Requirements			Information only	
	DEFCON 670 - Tax Compliance			Information only	
	2.1 - Contract Duration			Information only	
	2.2 - Contract Options			Information only	
	2.3 - Contractor's and Sub-Contractor's personnel			Information only	
	2.4 - Dispute resolution			Information only	
	2.5 - Order of Precedence			Information only	
	2.6 - Obligations of the Parties			Information only	
	2.7 - Contractor Warranties and Representations			Information only	
	2.8 - Necessary Consents			Information only	
	2.9 - Contractor Related Parties			Information only	
	2.10 - Approval by the Authority			Information only	
	2.11 - Not Used			N/A	
	2.12 - Contract up-Issue			Information only	
	2.13 - Personnel Security			Information only	
	2.14 - Contractor Indemnities and Liabilities			Information only	
	2.15 - Not Used			N/A	

	2.16 - Contractor Insurances			Negotiable	
	2.17 - Health and Safety at Work			Information only	
	2.18 - Co-operation with Inquiries and Security Investigations			Information only	
	2.19 - Fault Investigation			Information only	
	2.20 - Environmental Protection.			Information only	
	2.21 - Sub-Contracting			Information only	
	2.22 - Disclosure of Information			Information only	
	2.23 - Controlled Information			Information only	
	2.24 - US-UK Defence Trade Cooperation Treaty			Information only	
	2.25 - Security Incidents Affecting MOD Material			Information only	
	2.26 - Whole Agreement			Information only	
	2.27 – Bank or Parent Company Guarantee (Not applicable if bidding as a prime contractor)			Information only	
	3. SPECIFICATIONS, PLANS, ETC				
	DEFCON 129J - The Use Of The Electronic Business Delivery Form			Information only	
	DEFCON 502 - Specifications Changes			Information only	
	DEFCON 601 - Redundant Materiel			Information only	
	DEFCON 602A - Deliverable Quality Plan			Information only	
	DEFCON 606 - Change and Configuration Control Procedure			Information only	
	DEFCON 607 - Radio Transmissions			Information only	
	DEFCON 608 - Access and Facilities to be Provided by the Contractor			Information only	
	DEFCON 627 - Quality Assurance - Requirement for a Certificate of Conformity			Information only	
	DEFCON 643 - Price Fixing			Information only	
	DEFCON 644 - Marking of Articles			Information only	
	DEFCON 647 - Financial Management Information			Information only	
	3.1 - Quality Assurance Representative			Information only	
	3.2 - Defence Standards			Information only	

	3.3 - Other Standards			Information only	
	3.4 - Quality Assurance			Information only	
	4. PRICE				
	DEFCON 643 - Price Fixing (Non Qualifying Contracts)			Information only	
	4.1 - Price and Payment			Negotiable	
	4.2 - Liquidated Damages			Negotiable	
	4.3 - Continuous Improvement			Information only	
	4.4 - Efficiency Savings			Information only	
	5. INTELLECTUAL PROPERTY RIGHTS				
	DEFCON 14 - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs			Negotiable	
	DEFCON 15 - Design Rights and Rights to Use Design Information			Negotiable	
	DEFCON 21 - Retention of Records			Negotiable	
	DEFCON 90 - Copyright			Information only	
	DEFCON 91 - Intellectual Property Rights in Software			Negotiable	
	DEFCON 126 - International Collaboration			Negotiable	
	DEFCON 632 - Third Party Intellectual Property - Rights and Restrictions			Information only	
	6. LOANS				
	DEFCON 23 - Special Jigs, Tooling and Test Equipment			Information only	
	DEFCON 611 - Issued Property			Information only	
	DEFCON 612 - Loss of or Damage to the Articles			Information only	
	DEFCON 694 - Accounting For Property of the Authority			Information only	
	6.1 - Provision of Government Furnished Assets			Information only	
	6.2 - Interdependent Contracts			Information only	
	7. DELIVERY/PERFORMANCE				
	DEFCON 5J - Unique Identifiers			Information only	
	DEFCON 514 - Material Breach			Information only	
	DEFCON 524 - Rejection			Information only	
	DEFCON 525 - Acceptance			Information only	

	DEFCON 656B - Termination for Convenience (Contracts £5M and over)			Information only	
	DEFCON 681 - Decoupling Clause - Subcontracting with the Crown			Information only	
	7.1 - Authority Step-In			Negotiable	
	7.2 - Accuracy of Information			Information only	
	7.3 - Transfer of responsibility			Information only	
	7.4 - Organisation			Information only	
	7.5 - Planning, Scheduling and Budgeting			Information only	
	7.6 - Accounting Considerations			Information only	
	7.7 - Revisions and Data Management			Information only	
	7.8 - Deliverable Data Formats			Information only	
	7.9 - Termination			Information only	
	7.10 - Force Majeure			Information only	
	7.11 - Risk Management			Information only	
	8. PAYMENTS/RECEIPTS				
	DEFCON 513 - Value Added Tax			Information only	
	DEFCON 522 - Payment and recovery of Sums Due			Information only	
	DEFCON 534 - Subcontracting and Prompt Payment			Information only	
	8.1 - Payments and receipts			Negotiable	
	9. CONTRACT ADMINISTRATION				
	DEFCON 604 - Progress Reports			Information only	
	DEFCON 609 - Contractor's Records			Information only	
	DEFCON 642 - Progress Meetings			Information only	
	9.1 Contract Management and Governance			Information only	
	9.2 - Continuing Obligations			Information only	
	9.3 - National Audit Office			Information only	
	9.4 - Representatives			Information only	
	9.5 - Discrepancies, Errors and Omissions			Information only	
	9.6 - Legislative Risk			Information only	
	9.7 - Compliance with the Montreal Protocol			Information only	
	9.8 - Contractor's Status			Information only	

	9.9 - Public relations			Information only	
	9.10 - States of Emergency, Periods of Tension, Transition to War and Hostilities			Information only	
	9.11 - Reserve Personnel			Information only	
Schedule 1	DEFINITIONS			For Information	
Schedule 2	LIST OF ACRONYMS AND ABBREVIATIONS			For Information	
Schedule 3	STATEMENT OF WORK			Negotiable	
Schedule 4	ADDITIONAL WORK			Information only	
Schedule 5	PRICE AND PAYMENT			Negotiable	
Schedule 6	PERFORMANCE MANAGEMENT			Negotiable	
Schedule 7	CONTRACT MANAGEMENT AND GOVERNANCE			Information only	
	Annex 1 - ASDOT Competencies and Qualifications			Information only	
	Annex 2 - Contract Deliverable Requirements List (CDRL, Data Item Descriptions (DIDs)			Information only	
	Annex 3 - Meetings			Information only	
Schedule 8	GOVERNMENT FURNISHED ASSETS (GFA)			Negotiable	
Schedule 9	SCHEDULE OF REQUIREMENTS			Information only	
Schedule 10	TRANSFER REGULATIONS			Information only	
Schedule 11	LIST OF MILITARY AVIATION AUTHORITY REGULATORY PUBLICATIONS			Negotiable	
Schedule 12	BANK OR PARENT COMPANY GUARANTEE (Defform 24/24A)			Information only	
Schedule 13	SECURITY ASPECTS LETTER			Information only	
Schedule 14	MONTREAL PROTOCOL			Information only	
Schedule 15	DESIGN RIGHTS AND PATENTS (Sub Contractors Agreement)			Information only	
Schedule 16	Required Insurance			Negotiable	
Schedule 17	General Data Protection Act			Information only	
Schedule 18	Appendix – Addresses and Other Information			Information only	

DEFFORM 47 Annex B (Commercial Evaluation Matrix)

d) Evaluation criteria for Items 9 – 15 of Section D (Tender Evaluation) paragraph D9

The scoring mechanism for Items 9 – 15 shall be in accordance with the following table;

Score	
High confidence	100% of total points available for the relevant item number in Section D, Paragraph D9
Good confidence	80% of total points available for the relevant item number in Section D, Paragraph D9
Acceptable confidence	60% of total points available for the relevant item number in Section D, Paragraph D9
Concerns	20% of total points available for the relevant item number in Section D, Paragraph D9
Unacceptable	No marks

Your attention is drawn to Items 10, 12, 13 and 15 which have minimum acceptable criteria (evaluated as acceptable confidence). Failure to obtain the minimum acceptable criteria stated at the final evaluation will result in your Tender being assessed as non-compliant and excluded from the competition:

Item 9 - Limitation of Liability in Respect of DEFCON 76

<p>Aim In the event that a Tenderer seeks a cap to their liability under DEFCON 76 the Authority will assess the level of risk transferred to the Authority and whether any contingent liability is being created.</p>
<p>Background</p>
<p>Evidence Required In the event a limit of liability to DEFCON 76 is proposed the Tender shall provide;</p> <p>Evidence of the existence of a Central Agreement at prime Contractor level with the MOD policy sponsor setting a limit to your financial liability under DEFCON 76; OR Evidence of the existence and maximum layer of your relevant insurance policy (public liability insurance)</p>

<p>Confidence Characteristics The Authority is confident where:</p> <ol style="list-style-type: none"> 1. No limit of liability under DEFCON 76 is requested 2. A Central Agreement exists that is relevant to the Contract 3. The limit of financial liability offered by the Tenderer is the maximum cover per incident provided by the Tenderers insurance policy and is not aggregated (i.e. per annum, per series of incidents)
--

Scoring Guidance	
Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to be true.
Good confidence	The Authority considers confidence characteristics 2 to be true
Acceptable confidence	The Authority considers confidence characteristics 3 to be true

Concerns	The Authority considers confidence characteristics 3 to be true but has been aggregated.
Unacceptable	It is the Authority's judgement that none of the confidence characteristics 1-3 are true.

Item 10 - Intellectual Property Rights

Aim

The Authority acquires appropriate rights in the ASDOT solution to enable unrestricted use of foreground and background information in the provision of the Service and surety of supply, rights to sufficient information to conduct future competitions and commercial exploitation levy agreements where applicable.

Background

Evidence Required

The Tenderer shall provide a draft IPR proposal in accordance with DEFFORM 47, Section C, C15 b.

Confidence Characteristics

The Authority is confident where:

1. The Tenderer proposes to develop documentation, hardware or software, to deliver the Contract providing the Authority with appropriate user rights in all such technical data, and any germane management or operational data, through DEFCONS 14, 15, 21, 90, 91 and 126 or a successor condition. The Authority will require the Contractor to enter into a confidentiality clause similar to DEFCON 531.
2. The Tenderer has ensured that restrictions caused by foreign export control, including potentially US Foreign Military Sales articles, are considered in their proposal with sufficient detail to show how any such barriers can be overcome with minimal risk to the Authority or to the Contractor's ability to deliver the Contract.
3. The Tenderer is prepared to enter into a commercial exploitation agreement with the Authority for any foreground IPR generated under the Contract and has proposed an acceptable levy.

Scoring Guidance – Minimum acceptable criteria is Acceptable confidence.

Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to 3 to be true.
Good confidence	Not Used
Acceptable confidence	The Authority considers confidence characteristics 1 to 3 to be not completely satisfied in that there are restrictions regarding the Authority's user rights
Concerns	Not Used
Unacceptable	It is the Authority's judgement that none of the confidence characteristics 1-3 are true and therefore the Authority's user rights and future surety of supply put the ASDOT Service at risk.

Item 11 - Structure of the Organisation

Aim

To provide the Authority with a clear understanding of the Tenderers proposed management structure, design and governance of its organisation

Background**Evidence Required**

The Contractor shall include within its Executive Summary at DEFFORM 47, Section C, the information required as at Clause C8.

Confidence Characteristics

The Authority is confident where:

1. The design of the organisation shows clear leadership, accountability and effective lines of communication
2. There are clear processes and procedures for internal management and governance that are aligned with the Contract
3. There are well defined areas of responsibility and a process for managing internal conflict without it affecting service delivery to the Authority
4. There are clear lines of communication to engagement with Authority interfaces identified within the Contract

Scoring Guidance

Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to 4 to be true.
Good confidence	Not Used
Acceptable confidence	The Authority considers confidence characteristics 1 to 4 to be true but not wholly aligned to the Contract
Concerns	Not Used
Unacceptable	It is the Authority's judgement that none of the confidence characteristics 1-4 are true.

Item 12 - Change Management

Aim

To provide the Authority with the confidence that Contract change, to include technology enhancements, efficiency savings and requirement changes will be managed in a coherent manner to benefit the ASDOT Service.

Background

Evidence Required,

In accordance with DEFFORM 47 Section C, Paragraph C15 c the Tenderer shall provide a draft proposal for the management of Continuous Improvement and Efficiency Savings to meet the obligations of the Contract.

Confidence Characteristics

Your proposal should include as a minimum;

1. How the Tenderer will identify potential changes to the Contract
2. The internal processes employed to scrutinize and verify the benefits of potential changes.
3. The escalation procedure to the Authority for change acceptance.
4. The interfaces with the Capability Roadmap and feedback into the Capability Development Working Group.
5. Process for identifying efficiencies and escalation to the performance review board.
6. An indication of the type of efficiencies that the Tenderer foresees could be available through the duration of the Contract

Scoring Guidance - Minimum acceptable criteria is Acceptable confidence.

Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to 6 have been well defined providing the Authority with high confidence that contract change will be managed effectively and that future capability improvements, including those identified within the Capability Roadmap, will be managed through the Capability Development Working Group and in accordance with the terms and conditions of the Contract.
Good confidence	Not Used
Acceptable confidence	The Authority considers that the Tenderer has provided acceptable evidence in respect of confidence characteristics 1 to 6 but could have benefitted from more detail around efficiency savings and how the Capability Roadmap will be managed to the benefit of the Contract
Concerns	The Authority considers the confidence characteristic 1 to 6 to be sufficiently lacking in detail as to undermine the Capability Roadmap and fails to sufficiently address future efficiencies.
Unacceptable	The Authority considers none of the confidence characteristic 1 to 6 to be true

Item 13 – Commercial Behaviours – Level of Fixed Price (i.e. management fee vs hourly flying hour fee)

<p>Aim The Authority is seeking a contract pricing mechanism that incentivises the Contractor to meet the Authority’s requirements, as specified by ASTA, for the delivery of aircraft flying hours.</p>
<p>Background</p>
<p>Evidence Required The Tenderer shall provide a proposal in accordance with DEFFORM 47, Section C, C13 b iv).</p>

<p>Confidence Characteristics The Authority is confident where:</p> <ol style="list-style-type: none"> 1) The proposal provides separate elements for the Fixed Management Fee and individual flying hour rates for each Aircraft type where the total Fixed Management Fee is equal to or less than 70 % of the Contract Price. 2) The proposal provides separate elements for the Fixed Management Fee and individual flying hour rates for each Aircraft type where the total Fixed Management Fee is equal to or less than 80 % of the Contract Price 3) The proposal provides separate elements for the Fixed Management Fee and individual flying hour rates for each Aircraft type where the total Fixed Management Fee is equal to or less than 90 % of the Contract Price
--

Scoring Guidance - Minimum acceptable criteria is Acceptable confidence.	
Score	Guidance
High confidence	Where the confidence characteristic 1 is true
Good confidence	Where the confidence characteristic 2 is true
Acceptable confidence	Where the confidence characteristic 3 is true
Concerns	Not Used
Unacceptable	Where none of the confidence characteristics are true, there is no split between Fixed Management Fee and individual flying hour rates for each Aircraft type.

Item 14 – Assessment of Charging Rates for Additional Work

Aim

To assess the labour charging rates proposed by the Tenderer for use in Additional Work or any contract change proposals.

Background

Evidence Required

Charging rates for Additional Work shall be submitted in accordance with DEFFORM 47, Section C, Paragraphs C 13 a. i)

Confidence Characteristics

The Authority is confident where:

1. The Tenderer has provided full supporting evidence in respect of how the charging rates have been calculated.
2. the Tendered has demonstrated adherence to the following;
 - a) where Tenderer staff are deployed on Additional Work the Additional Work proposal, in accordance with Schedule 4 (Additional Work), only provisions for overseas allowances and/or travel and subsistence in accordance with MOD policy.
 - b) Additional personnel not normally employed by the Tenderer are proposed at an all in transparent daily rate.
 - c) Overhead costs are directly attributable to delivery of Additional Work
3. Tenderers have provided a methodology for the collection, development and agreement of Additional Work charging rates.
4. Tenderers have included details of the rate of profit to be applied to costs for undertaking Additional Work.

Scoring Guidance

Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to 4 to be true.
Good confidence	Not Used
Acceptable confidence	The Authority considers confidence characteristics 1 and 2 only
Concerns	The Authority considers confidence characteristics 2 only to be true
Unacceptable	The Authority considers none of the confidence characteristics to be true

Item 15 - Payment and Delivery Plans

<p>Aim To demonstrate that the proposed payment and delivery plans are appropriate to the Tenderers ASDOT solution in its introduction to Service and during Service delivery.</p>
<p>Background</p>
<p>Evidence Required Payment and delivery plans submitted in accordance with DEFFORM 47, Section C, Paragraphs C 13 a. i) and Paragraph C13 c. i) and ii).</p>

<p>Confidence Characteristics The Authority is confident where:</p> <ol style="list-style-type: none"> 1. Separate Transition Phase and Monthly Fee payment plans are proposed 2. A Separate Transition Phase Delivery plan is proposed 3. Transition Phase delivery plan contains clearly identified Key Milestones that will be considered by the Authority to be liable for Liquidated Damages in accordance with Clause 4.2 (Liquidated Damages) and potential termination events in accordance with Clause 7.9 (Termination) 4. Transition Phase payment plan contains proposed acceptance criteria that are based on tangible and measurable achievements. 5. Transition Phase payment plan has 20% of the Transition Phase price associated with delivery of the final Transition Phase milestone. 6. Monthly Fee payment plan contains proposed acceptance criteria where a capability that forms part of the Service is introduced prior to FOC based on tangible and measurable achievements.
--

Scoring Guidance - Minimum acceptable criteria is Acceptable confidence.	
Score	Guidance
High confidence	The Authority considers confidence characteristic 1 to 6 to be true
Good confidence	Not Used
Acceptable confidence	The Authority considers confidence characteristic 1 to 6 to be largely true but some negotiation is required on milestones, acceptance criteria and composition of payment plans.
Concerns	The Authority considers confidence characteristic 1 to 3 to be true but confidence characteristics 4 to 6 are either; <ul style="list-style-type: none"> • Not clearly defined • insufficient acceptance criteria provided • acceptance criteria events not measurable or tangible.
Unacceptable	<ul style="list-style-type: none"> • None of the confidence characteristics 1 to 6 are true; or • the response is such that the proposal does not provided acceptable Key Milestones in the transition phase; or • proposed milestones have no identified acceptance criteria.

Not Used

DEFFORM 47 Annex D (Additional GFA)

This Annex D details the additional GFA that the Authority will consider making available to you subject to Defform 47 Clauses C18 to C27, D15d and D16.

Government Furnished Facilities (GFF)

For full description of facilities available see document (ASDOT Infrastructure Government Furnished Assets (GFA) Version 1 dated 9th May 2018 in the Data Room.

In addition to those facilities listed in the GFF Table below, the Contractor may request the use of other airfield facilities and services in the delivery of the ASDOT service. Access to airfield facilities and services cannot be guaranteed and the 'Prior Permission Requirements' (PPR) detailed in the relevant En-Route Supplement issued by No 1 Aeronautical Documents Information Unit (AIDU) must be observed.

SERIAL	DESCRIPTION	FROM	TO	BUILDING/ LOCATION	Cost to Authority
1	RAF Leeming	Contract award	Contract completion	For full description see; Air Support to Defence Operational Training (ASDOT) Infrastructure Government Furnished Assets (GFA) Version 1 dated 9 th May 2018	To be advised
2	RAF St. Mawgan	Contract award	Contract completion	For full description see; Air Support to Defence Operational Training (ASDOT) Infrastructure Government Furnished Assets (GFA) Version 1 dated 9 th May 2018	To be advised

Government Furnished Equipment

Serial	Description	Qty	Type of Loan	Date of Supply	Date of Return	Cost to Authority
1	CHIMERA model	1	Contract loan	TBD	TBD	TBD

Conditions to be included in the Contract if MOD basing solutions taken.

ASDOT Infrastructure GFA

1.1 RAF LEEMING

The Authority is offering the following listed items as Government Furnished Assets (GFA) to be utilised for the full 15 (10+3+2) year term of the contract in the provision of the ASDOT service. Unless otherwise stated, these assets will be offered at nil cost, subject to the Terms & Conditions as outlined in the Contract documents.

Item	Notes
No. 3 Hangar Building. Type "C" 1938 Hangar, circa 46,500 ² ft	No. 3 Plans in Annex A. Site Map extract at Annex B
No. 3 Hangar Adjoining Office Accommodation, circa 12,900 ² ft	As Above
Airfield Wildlife Control	Absorbed through Air Commercial Regional Contract
Landing and Parking Fees	Waived as granted Regular User Status
Utility Costs – Water (Potable, Foul & Storm)	Absorbed cost across site
Utility Costs – Gas	Absorbed cost across site
Utility Costs – Electricity (HV & LV)	Absorbed cost across site
Aviation Fuel Disposal	Absorbed cost across site
Facilities Management – Lift Service & Maintenance, Heating & Ventilation Servicing and Maintenance, Mechanical & Electrical Maintenance, Day to Day Repairs.	Absorbed in site wide facilities management contract
Soft Facilities Management – Multi-Activity inc. Cleaning & Janitorial, waste Removal	Absorbed in site wide facilities management contract
Secret (SLi) Broadband Connectivity	Absorbed cost across site
Connectivity Assurance Service Management	Absorbed cost across site
Telephony Connection	Absorbed cost across site
Secure VTC (Including Monitor and Service Management)	Absorbed cost across site
Site Photo ID Passes	Absorbed cost across site
Vehicle Security Pass	Absorbed cost across site
RAF Leeming CAD Map: DWG No: C-LEEM-FULL-SITE-002	PDF Format

Table 1: RAF Leeming Government Furnished Assets

1.1.2 The following is an overview of the site services and dependencies which the Authority will provide. This is for reference only and is subservient to the terms and conditions in the Contract.

- a. The Authority will grant access to the Hangar No. 3 Premises for all Contractor personnel necessary to provide the Services. This shall be 24 (twenty-four) hours a day, every day of the year.

- b. The Authority will waive Landing and Parking fees, granting an Indemnity Administration Receipt (IAR) to give Regular User Status to the Service Provider (furthermore known as the SP) for Aircraft movements directly utilised for the purposes of delivering the service. This is as per JSP 360 Annex 7a (Redesignated).
- c. The Authority will give approval for the SP to draw fuel from Authority owned airfields for the exclusive use of ASDOT tasking activities. This will be charged to “HQ Air Fuel Section” and be subject to verification and auditing by the Tasking Authority.
- d. The Authority will for the purposes of the operation of the service provide airfield support services as follows (the “Airfield Support Services”):
 - i. Air Traffic Control (ATC);
 - ii. Fire, Crash, Recovery and Medical Support in accordance with JSP 426 (MOD regulations for Airfield Rescue and Firefighting Services);
 - iii. Use of Compass Swing Base in accordance with its respective local operating procedures;
 - iv. Fuel intercepted and structurally sound bowser parking;
 - v. Holistic Foreign Object Debris (FOD) control programme, such as sweeping the airfield, in accordance with local operating procedures;
 - vi. MAA Regulatory Publications (MRP) compliant dispersal and Aircraft dispersal services including:
 - a. Dispersal lighting;
 - b. Dispersal markings and Aircraft spot markings;
 - c. Fuel intercepted dispersal;
 - d. Drainage interceptors;
 - e. Snow and ice clearance in accordance with local procedures;
 - f. Dispersal maintenance.
 - vii. Use of Aircraft Wash Bay in accordance with its respective local operating procedures and conforming to current health, safety & environmental legislation.
- e. The Authority will make the airfield and Airfield Support Services available to the SP to the extent required to deliver the Services in accordance with the following airfield operational hours (the “Airfield Operational Hours”):
 - i. RAF Leeming Extended operating hours as defined by the requirement
- f. The Authority will make the Airfield Support Services identified at 1.1.2.d.i, 1.1.2.d.ii and 1.1.2.d.iii available to the SP outside of Airfield Operational Hours (but within airfield opening hours), by local arrangement and prior notice, to allow for aircraft maintenance ground run activity in support of the Services.
- g. The Authority will make the airfield and Airfield Support Services available to the SP outside the Airfield Operational Hours in the case of emergencies or to support night flying (to cease no later than 0230 hours, with flying to cease at 0200), to the extent required by SP to deliver the Services.

- h. The Authority will provide access to operations facilities and services including MET briefings (early, standard and night), access to on-site MET forecaster, station briefings and ATC briefings during the Airfield Operational Hours or outside the Airfield Operational Hours to support night flying.
- i. The Authority will ensure that the operational and air traffic capacity is sufficient to enable the Services to be provided in accordance with the Flying Programme.
- j. The Authority will remove all domestic and commercially sensitive waste, excluding hazardous materials, from the Hangar No.3 site. Such waste shall be suitably bagged for collection by SP and deposited in the appropriate collection point(s).
- k. The Authority will remove waste Petroleum, Oils and Lubricants (POL) and contaminated cleaning materials from the Hangar No. 3 site, in line with the quantities listed in this paragraph. Such waste will be suitably packaged by the SP and deposited in the appropriate collection point(s), and the SP will comply with relevant Site operating procedures. Quantities stated below:
 - i. For RAF Leeming:
 - a. Aviation fuel: 30,000 litres annually;
 - b. Waste Oil: 1,000 litres annually;
 - c. Contaminated cleaning materials: one 4m³ skip disposed monthly.
- l. The Authority will provide the SP with use of the onsite mail distribution services from a designated point on the site. Collection and distribution of mail shall be in accordance with the Authority's practices. This only applies to inbound mail - The SP will need to arrange for alternative means for postage of outbound mail.
- m. The Authority will provide a station induction brief for all SP personnel in accordance with the local operating procedures and within the agreed timescales.
- n. The Authority will provide SP personnel pilots with a Flying/ATC induction in accordance with the local operating procedures and within the agreed timescales.
- o. The Authority will provide airfield driving permits for the Hangar No.3 sites and the scheduled training detachment location in accordance with local procedures.
- p. The Authority will provide storage for minor aircraft pyrotechnics (class 1.4) and aircraft role fit pyrotechnics in a designated ammunition compound(s). The Authority will provide the SP with access to retrieve such pyrotechnics, in accordance with relevant procedures, during Hangar No. 3 opening hours.
- q. The Authority will provide access to the station briefing room in accordance with local booking arrangements.
- r. The Authority will provide car parking in the vicinity of Hangar No.3 in accordance with station orders for the SP to deliver the Services.
- s. For the purposes of delivering the ASDOT Service within the Hangar No.3 site the Authority will provide the SP:
 - i. Current building management manuals including but not limited to:
 - a. Legionella Management Plan;

- b. Asbestos Management Plan;
- c. Montreal Protocol Return;
- d. MODNET Restricted and Secret Layout drawings;
- e. Site services and utilities plans;
- f. Fire management plan;
- g. Structural surveys.
- h. Detailed building drawings including utilities.
 - i. Current construction, safety and environmental certificates;
 - ii. ICT cabinet keys;
 - iii. Safe and key storage box keys;
 - iv. Security door codes;
 - v. Door keys; and
 - vi. Passwords for building management systems.
- t. The Authority will grant permission to the SP to make non-permanent modifications, without approval, to the hangar and office accommodation layout for the duration of the Contract tenure to enable the SP to be able to carry out its service delivery effectively. This includes temporary partition walls, furniture arrangement, fixtures, hanging and decoration. Any permanent or structural modifications must be approved prior to commencement of works by the Site owner.
- u. The Authority will provide the SP with the points of contact for the Authority organisations listed below (SP will provide reasonable notification to the Authority (not less than 5 (five) Business Days) for when and where access is required):
 - i. Defence Fire Risk Management Organisation (DFRMO);
 - ii. Site Engineers to enable the SP to safely connect Utilities;
 - iii. Project Aquatrine - The Ministry of Defence's (MOD's) GB-wide water and wastewater Public Private Partnership (PPP) contract.
- v. The Authority will support and facilitate the SP in obtaining cryptographic material for installation on the (LAN) encryption devices in accordance with JSP 491 Part 3 Leaflet 05.
- w. The Authority will provide access to the Authority telephone system to allow connectivity between such system and the SP telephone system.
- x. The Authority will provide Vacant Possession of the Hangar No. 3 Premises as defined within the Vacant Possession clause.

1.2 RAF ST MAWGAN

The Authority is offering the following listed items as Government Furnished Assets (GFA) to be utilised for the full 15 (10+3+2) year term of the Contract in the provision of the ASDOT service. Unless otherwise stated, these assets will be offered at nil cost, subject to the Terms & Conditions as outlined in the Contract documents.

Item	Notes
Building No. 563 Designated Office Accommodation, circa 500m ²	Available rooms to be viewed during Negotiation phase site visit
Utility Costs – Water (Potable, Foul & Storm)	Absorbed cost across site
Utility Costs – Heating Oil	Absorbed cost across site
Utility Costs – Gas	Absorbed cost across site
Utility Costs – Electricity (HV &LV)	Absorbed cost across site
Facilities Management – Lift Service & Maintenance, Heating & Ventilation Servicing and Maintenance, Mechanical & Electrical Maintenance, Day to Day Repairs.	Absorbed in site wide facilities management contract
Soft Facilities Management – Multi-Activity inc. Cleaning & Janitorial, waste Removal	Absorbed in site wide facilities management contract
Site Photo ID Passes	Absorbed cost across site
Vehicle Security Pass	Absorbed cost across site
Secret (SLi) Broadband Connectivity	Absorbed cost across site
Connectivity Assurance Service Management	Absorbed cost across site
Telephony Connection	Absorbed cost across site
Secure VTC (Including Monitor and Service Management)	Absorbed cost across site
20141219-RAF St Mawgan-CAD Map	PDF Format

Table 2: RAF St Mawgan Government Furnished Assets

1.2.1 The following is an overview of the site services and dependencies which the Authority will provide. This is for reference only and is subservient to the terms and conditions in the Contract.

- a. The Authority will grant access to the Building 563 Premises for all Contractor personnel necessary to provide the Services. This shall be 24 (twenty-four) hours a day, every day of the year.
- b. The Authority will provide access to operations facilities and services.
- c. The Authority will ensure that the operational capacity is sufficient to enable the Services to be provided in accordance with the Flying Programme.
 - i. The Authority will remove all domestic and commercially sensitive waste, excluding hazardous materials, from the Building 563 site. Such waste shall be suitably bagged for collection by SP and deposited in the appropriate collection point(s).
 - ii. The Authority will remove waste Petroleum, Oils and Lubricants (POL) and contaminated cleaning materials from the Building 563 site, in line with the quantities listed in this paragraph. Such waste shall be suitably packaged by the SP and deposited in the appropriate collection point(s), and the SP shall comply with relevant Site operating procedures. Quantities stated below.
 - a. For RAF St Mawgan:
 - i. Waste Oil: 250 litres annually;
 - ii. Contaminated cleaning materials: one 1m³ skip disposed monthly.

- d. The Authority will provide the SP with use of the onsite mail distribution services from a designated point on the site. Collection and distribution of mail shall be in accordance with the Authority's practices. This only applies to inbound mail - The SP will need to arrange for alternative means for postage of outbound mail.
- e. The Authority shall provide a station induction brief for all SP personnel in accordance with the local operating procedures and within the agreed timescales.
- f. The Authority shall provide access to the station briefing room in accordance with local booking arrangements.
- g. The Authority shall provide car parking in the vicinity of Building 563 in accordance with station orders for the SP to deliver the Services.
- h. For the purposes of delivering the ASDOT Service within the Hangar No.3 site the Authority will provide the SP:
 - i. Current building management manuals including but not limited to:
 - a. Legionella Management Plan;
 - b. Asbestos Management Plan;
 - c. Montreal Protocol Return;
 - d. MODNET Restricted and Secret Layout drawings;
 - e. Site services and utilities plans;
 - f. Fire management plan;
 - g. Structural surveys.
 - h. Detailed building drawings including utilities.
 - ii. Current construction, safety and environmental certificates;
 - iii. ICT cabinet keys;
 - iv. Safe and key storage box keys;
 - v. Security door codes;
 - vi. Door keys; and
 - vii. Passwords for building management systems.
- i. The Authority will grant permission to the SP to make non-permanent modifications, without approval, to the hangar and office accommodation layout for the duration of the Contract tenure to enable the SP to be able to carry out its service delivery effectively. This includes temporary partition walls, furniture arrangement, fixtures, hanging and decoration. Any permanent or structural modifications must be approved prior to commencement of works by the Site owner.

- j. The Authority shall provide the SP with the points of contact for the Authority organisations listed below (SP shall provide reasonable notification to the Authority (not less than 5 (five) Business Days) for when and where access is required):
 - i. Defence Fire Risk Management Organisation (DFRMO);
 - ii. Site Engineers to enable the SP to safely connect Utilities;
 - iii. Project Aquatrine - The Ministry of Defence's (MOD's) GB-wide water and wastewater Public Private Partnership (PPP) contract.
- k. The Authority shall support and facilitate the SP in obtaining cryptographic material for installation on the (LAN) encryption devices in accordance with JSP 491 Part 3 Leaflet 05.
- l. The Authority shall provide access to the Authority telephone system to allow connectivity between such system and the SP telephone system.
- m. The Authority shall provide Vacant Possession of the Building 563 Premises as defined within the Vacant Possession clause.

Annex A – RAF Leeming No. 3 Hangar Building Plans

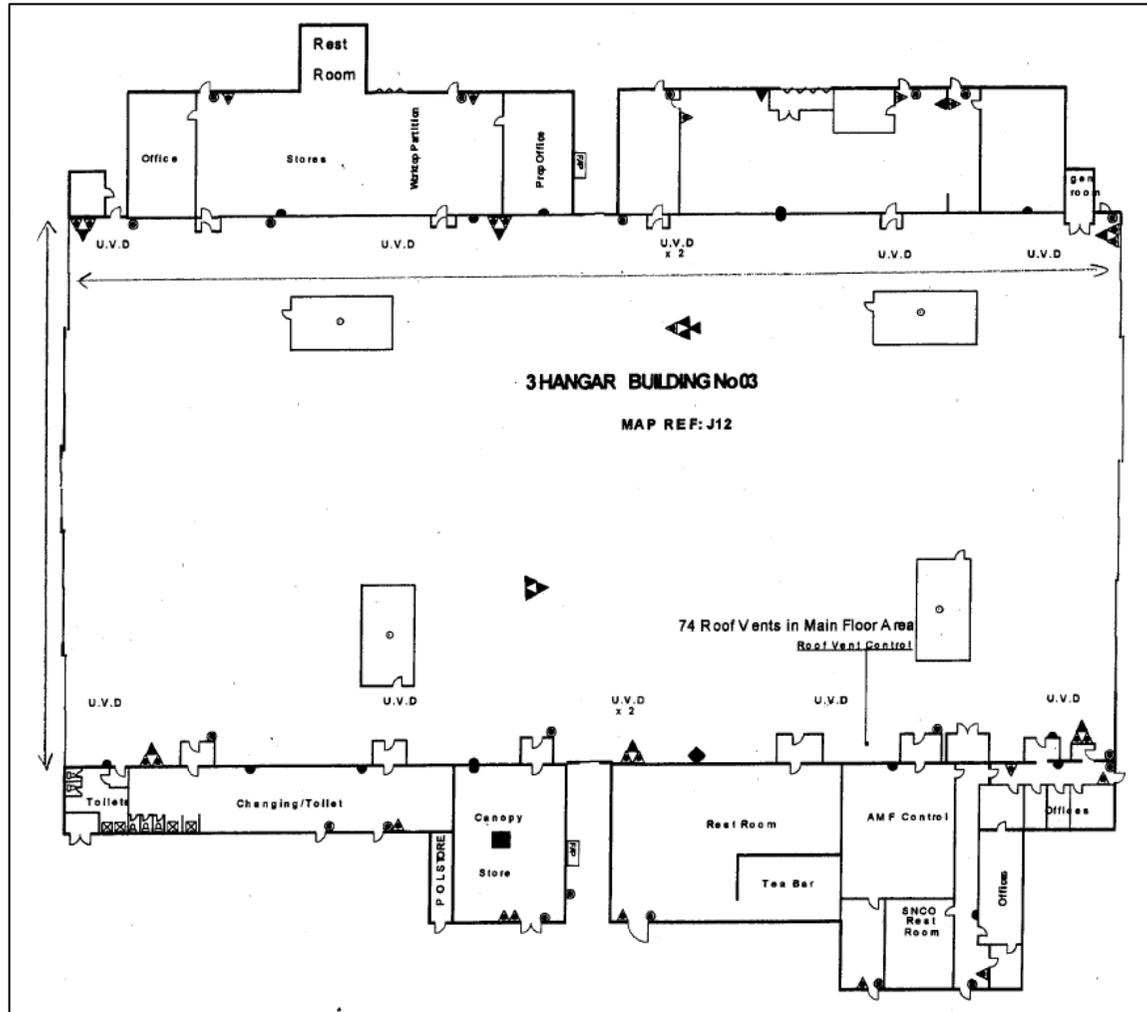


Figure 1 - RAF Leeming No. 3 Hangar Building Plans (Illustrative purposes only. Not to scale)

Annex B – RAF Leeming No. 3 Hangar Site Map Extract

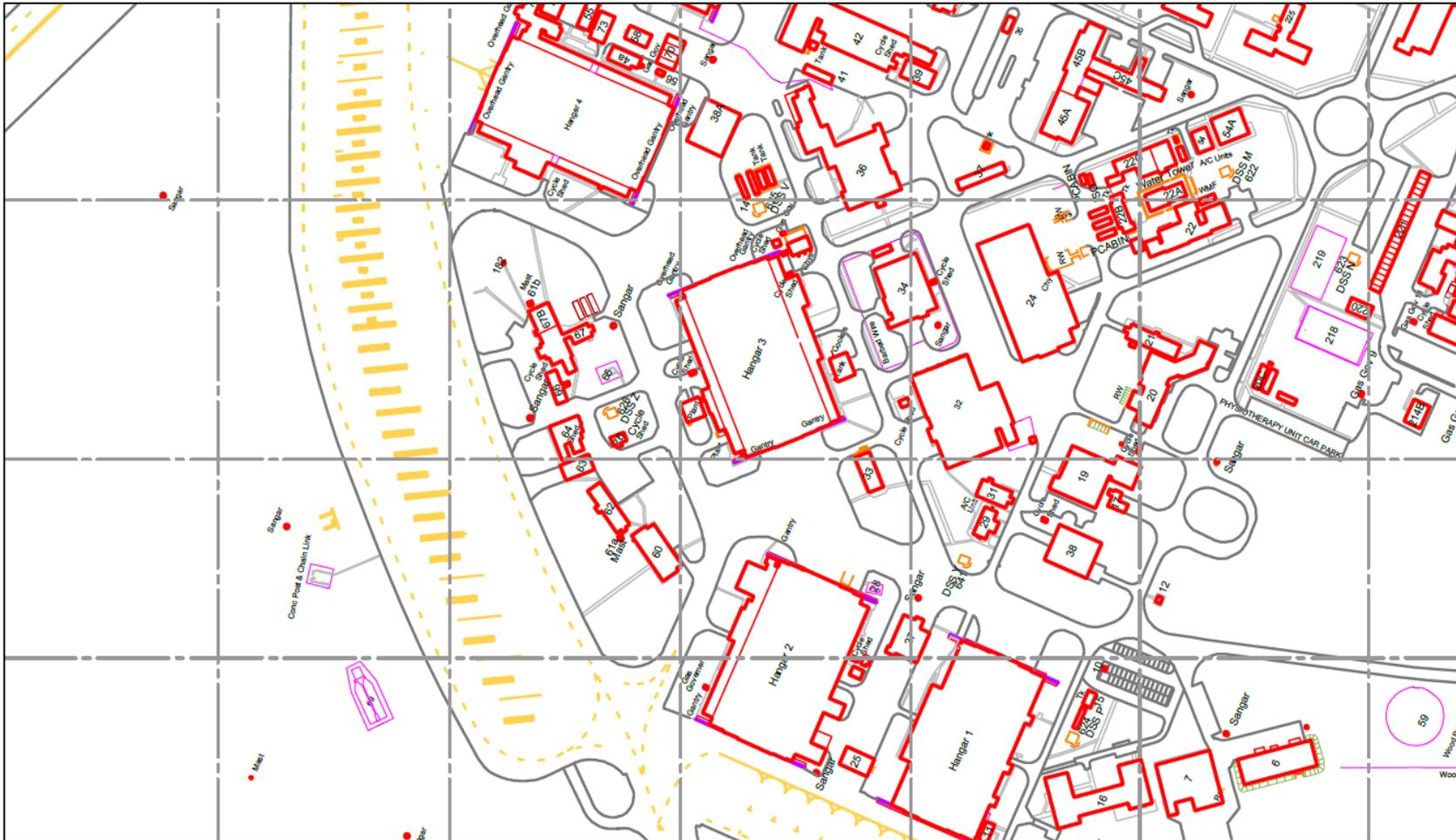


Figure 2 - RAF Leeming No. 3 Hangar Site Map Extract (Illustrative purposes only. Not to scale)



Figure 4 - RAF St Mawgan Building 563 location (Illustrative purposes only. Not to scale)

Annex E – RAF St Mawgan Building 563 Plan

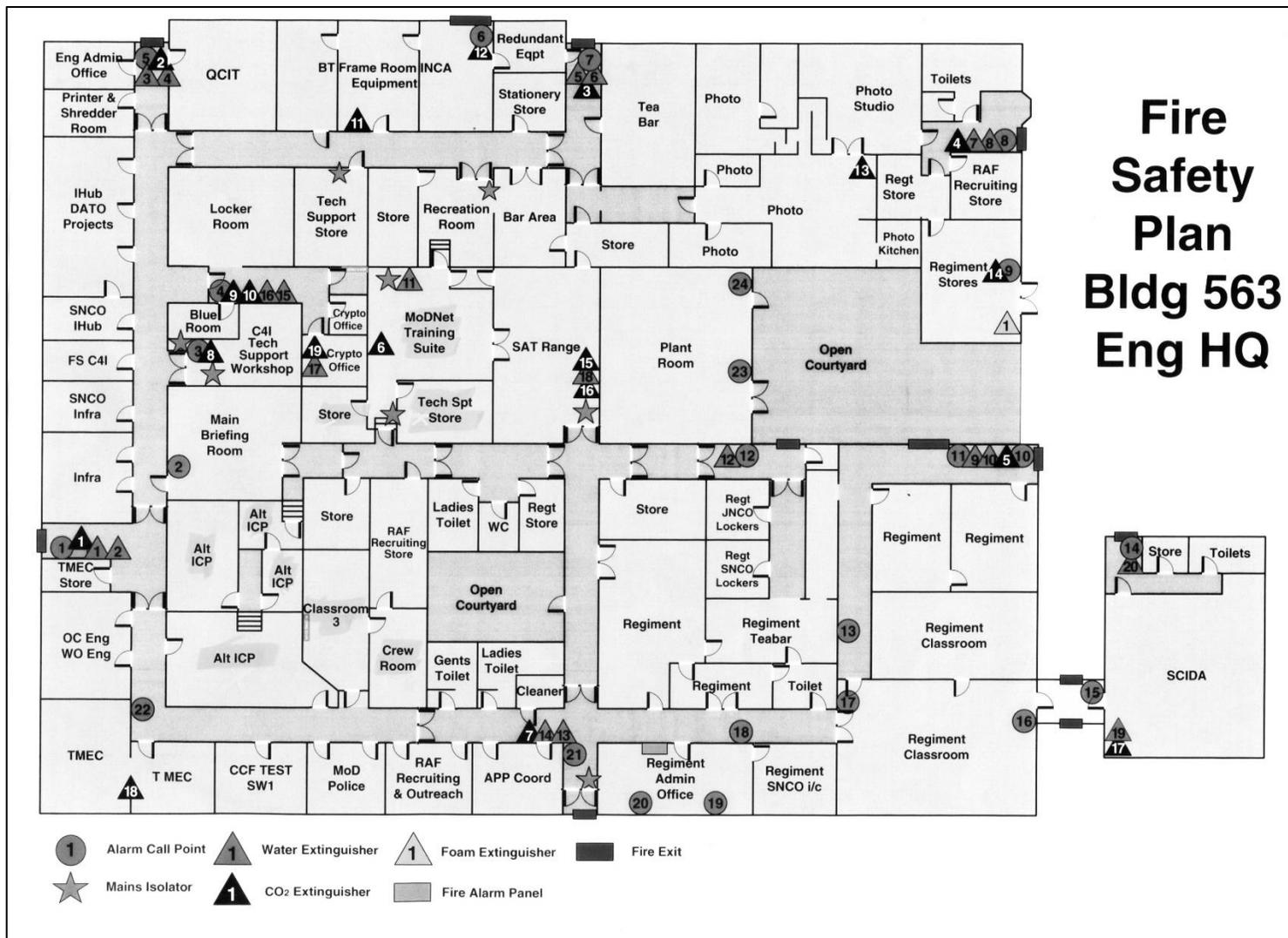


Figure 5 - RAF St Mawgan Building 563 Plan (Illustrative purposes only. Not to scale)

Required Insurance Response Table

XX	Insurance
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The Contractor must demonstrate how they will meet the minimum insurance requirements.

RESPONSE GUIDANCE: You must evidence how you will meet the minimum insurance requirements by fully completing the Insurance Requirements Table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Bidder proposed maximum deductible threshold	Agreement to the requirements of Clause 2.16 (Required Insurances) or confirm any areas of variance	Agreement to the requirements of Schedule 16 (Required Insurances) or confirm any areas of variance
Third Party Public & Non Aviation Liability Insurance				
Aviation Liability Insurance				
[Property Damage "All Risks" Insurance]				
Statutory insurances (Employers Liability Insurance and Motor Vehicle Insurance)				

DEFFORM 28 – TENDER RETURN LABEL

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp

THE TENDER BOARD
Defence Equipment and Support Commercial
The Central Gatehouse
MOD Abbey Wood South
Bristol BS34 8JH

Tender No:
UKMFTS/2017/03

DEFFORM 28ABW

Due 10 am
