



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated TBC between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form;
- 1.3 the Call Off Terms; and
- 1.4 Framework Schedule 18 (Tender).



Section A General information

Contract Details	
Contract Reference:	709242451
Contract Title:	Provision of Operational Information management Support Services
Contract Description:	NAVY DIGITAL (ND) MCSU (Maritime C5ISR Support Unit) requires the provision of Technical Services to deliver all aspects of Operational Information Management (OPIM) for Navy Front Line Command (FLC), RM, Ships, Submarines and front-line units. This service will ensure the availability of data and continued adherence to key HMG and MOD policies for information management, information security and data protection. This service covers all maritime command and control systems at Official Sensitive (OS) and Secret (S). Without this service Navy FLC, ships, submarines and front-line units will not be able to access the information required to operate. As a result, the risk of breaches in information security and, data protection rules and policies are heightened.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£2,500,000.00 (excluding option years)
Estimated Year 1 Charges: interests	Redacted under FOIA Section 43, Commercial
Commencement Date: this should be the date of the 1 January 2024 last signature on Section E of this Order Form	
Buyer details	
Buyer organisation name Ministry of Defence	
Billing address Your organisation's billing address - please ensure you include a postcode Navy Command, Leach Building, Portsmouth, PO2 8BY	
Buyer representative name The name of your point of contact for this Order	



Commercial Officer – **Redacted** under FOIA Section 40, Personal Information

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Email: navyfd-comrcl-procureteam@mod.gov.uk
Redacted under FOIA Section 40, Personal Information

Skype: **Redacted** under FOIA Section 40, Personal Information

Buyer Project Reference

Please provide the customer project reference number.

709242451

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Carbon60 Limited

Supplier address

Supplier's registered address
800 The Boulevard, Capability Green, Luton, LU1 3BA

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted under FOIA Section 40, Personal Information

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Redacted under FOIA Section 40, Personal Information

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

709242451

Guarantor details

TBC (if required).

Guarantor Company Name

The guarantor organisation name
N/A

Guarantor Company Number

Guarantor's registered company number
N/A

Guarantor Registered Address

Guarantor's registered address
N/A



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Crown Commercial Services Framework Technology
Services 3, RM6100 Lot 3b.
Operational Services - Technical Management

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3	60 (5)

Initial Term Months

36 Months

Extension Period (Optional)

2 x 12 months

Minimum Notice Period for exercise of Termination Without Cause

30 Calendar days for Contract

(15 Calendar days for any Tasking Orders placed under the Contract)

Sites for the provision of the Services

The majority of effort to deliver Op IM tasking is expected to be completed at either MCSU (Portsmouth Technology Park (PTP), Portsmouth), all UK HM Naval Bases or deployed on operational mobile units.

Buyer Premises:

Navy Command Headquarters, Leach Building, Whale Island, Portsmouth PO2 8BY

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Supplier will be provided with access to MODNET via a MOD laptop for the duration of the contract, access to OpNET will be either via OpNET at MCSU or to OpNET through BLAST.

MoD ICT will be used throughout this service and supplier ICT is not to be used for the delivery of this service.



Additional Standards

Delivery of the outputs must adhere to:

1	N/A	Data Protection Act (2018)
2	N/A	Public Records Act (1958)
3	JSP 441	Information, Knowledge, Digital and Data in Defence
4	N/A	National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF)

Buyer Security Policy

Supplier's personnel will be required to visit MOD establishments and deployed mobile units to provide services. Developed Vetting (DV) clearance is required as a minimum for all team members to deliver Operations Information Management services and must be in place at the start of the contract.

Classification of materials relevant to this contract, as detailed in the SAL.

Buyer ICT Policy

As detailed in JSP604

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the L1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – Not applicable

Professional Indemnity Insurance (£) – Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

As detailed in Schedule of Requirements/Specification

Goods

Should any goods be required, prices will be agreed

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.



Governance Schedule	Tick as applicable
Part B – Long Form Governance Schedule	Applicable

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part B – Long Form Change Control Schedule	Applicable

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £1,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £1,000,000.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses *(see Annex 3 of Framework Schedule 4)*

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	Applicable
S2: Testing Procedures	Applicable
S3: Security Requirements	Part A
S4: Staff Transfer	Applicable
S5: Benchmarking	Applicable
S6: Business Continuity and Disaster Recovery	Applicable
S7: Continuous Improvement	Applicable
S8: Guarantee	Not Applicable
S9: MOD Terms	Applicable

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C2: Security Measures	Applicable

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



Crown
Commercial
Service

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Draft Security Management Plan to be Inserted When Supplied

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Any information that is part of the competitive proposition such as pricing proposal, named staff/work histories and how we evolve/innovate.



Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	Redacted under FOIA Section 40, Personal Information
Job role/title	Redacted under FOIA Section 40, Personal Information
Signature	Redacted under FOIA Section 40, Personal Information
Date	03/01/2024

For and on behalf of the Buyer

Name	Redacted under FOIA Section 40, Personal Information -
Job role/title	Redacted under FOIA Section 40, Personal Information -
Signature	Redacted under FOIA Section 40, Personal Information -
Date	03/01/2024



Attachment 1 – Services Specification

Statement of Requirements/Specification

PROVISION OF TECHNICAL SERVICES TO DELIVER OPERATIONAL INFORMATION MANAGEMENT (OPIM) FOR NAVY FRONT LINE COMMAND (FLC), SHIPS, SUBMARINES AND FRONT-LINE UNITS.

Introduction

NAVY DIGITAL (ND) MCSU (Maritime C5ISR Support Unit) requires the provision of Technical Services to deliver all aspects of Operational Information Management (OPIM) for Navy Front Line Command (FLC), RM, Ships, Submarines and front-line units. This service will ensure the availability of data and continued adherence to key HMG and MOD policies for information management, information security and data protection. This service covers all maritime command and control systems at Official Sensitive (OS) and Secret (S). Without this service Navy FLC, ships, submarines and front-line units will not be able to access the information required to operate. As a result, the risk of breaches in information security and, data protection rules and policies are heightened.

This requirement is for a service to deliver the outcome and outputs below for a minimum of 36 months to ensure delivery of outputs in support of the Navy Digital and Data Plan outcomes.

SOW deliverables Background

Navy Command Operational Information Management (OPIM) is to be provided as a specialist technical support service. This service is to ensure that the necessary data required to operate Navy Front Line Command (FLC), ships, submarines and front-line units is available to all Users. The data held on Navy FLC MoD/NATO/OpNET Hub/Coalition hosted operational maritime OFFICIAL SENSITIVE and SECRET IT and C2 systems in ships, submarines, Commando and Aviation units is managed in a secure and compliant way meeting the Data Protection (2018) and Public Records (1958) Acts. Also, compliant with HMG/MoD Information and IT Security Policy and Regulations, as laid down in JSP440, JSP 441, BRd 7747. Additionally, to comply with HMG Policy direction that Departments will achieve and maintain compliance with the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) Level 3 requirements.

The service needs to be able to provide/deliver support, at the point of need, to ships and frontline units deployed on operations in any part of the world and if necessary, provide the services outside of normal office hours.

SOW Deliverables – Description

The following detail has been structured to ensure all areas are covered in sufficient detail to enable the reader to understand the technical requirements of Operational Information



Management expected by MCSU and Navy Digital. These are represented by header high level outputs followed by specific activities required to achieve those outputs.

1. Output 1: Development and delivery of deployed SharePoint services and the improvement of processes to support on-going Data Migration initiatives.
2. Output 2: Provide Information Management support for transition (both ways) between fixed and afloat IM domains, including Team site builds for all current and future systems.
3. Output 3: Modification of the Defence File Plan (DFP) to improve Information Management within all Navy FLC environments. Support ND IM policy and projects regarding standard operating procedures (SOPs), ways of working, processes, and best practice.
4. Output 4: Co-Ordinate ND IM services to optimise support and assurance to RN IM community including support the wider MOD IM community to ensure full engagement with Joint MOD requirements. To support MCSU in all working groups, workshops and engage with Defence Digital/ RAF/Army Cyber and Information Systems Operating Centre (CylSOC) to coordinate the any joint Ops for which Navy FLC is lead.
5. Output 5: Provide focused subject matter expertise (SME) support to the full revision and reissue of BRd 7747 (Maritime Operational Information Handbook).
6. Output 6: Support and provide continuous deployed SME IM input into BRd7747 (Maritime Operational Information Handbook) to ensure ongoing relevance and compliance.
7. Output 7: Provide support to interoperability Information management and sharing between legacy, current and future capabilities. Work with LC2, OpNET L3/4 teams and other legacy systems to ensure interoperability solutions have IM support and can be implemented across Navy FLC interests.
8. Output 8: Develop and administer the Navy FLC OpNET HUB, create and collapse site collections as required for operations: Single Service Site collection site administrators on the OpNET Hub, provision of new Front Line Command sites for L2/L1 areas, create limited areas and managed access control, provide support to L2/L1 for SharePoint fault resolution, site closure when FLC/unit site no longer required.

Outputs in detail

1.1 In order to deliver '**Output 1: Development and delivery of deployed SharePoint services and the improvement of processes to support on-going Data Migration initiatives.**', the following activities will need to be conducted in Table 1:



Table 1 – Output 1 delivery

REF	DESCRIPTION
1.1.1	Build Navy FLC team sites in both the maritime environment and the MMPC to comply with MOD policy, existing SOPs, and maritime site standards.
1.1.2	Troubleshoot IM/IX infrastructure
1.1.3	Provide SharePoint IX support for the afloat IM lifecycle
1.1.4	Act as a focal point for IM and SharePoint related issues for the afloat domain (Remedy process).
1.1.5	Provide information management and exploitation guidance and support to information professionals.

1.2 In order to deliver '**Output 2: Provide Information Management support for transition (both ways) between fixed and afloat IM domains, including Team site builds for all current and future systems**', the following will need to be conducted in Table 2.

Table 2 – Output 2 delivery

Ref	Description
1.2.1	Support the migration process for platforms moving between fixed and afloat domain in accordance with the migration strategy.
1.2.2	Remove data from decommissioning vessels and archive to NHB

1.3 In order to deliver '**Output 3: Modification of the Defence File Plan (DFP) to improve Information Management within all Navy FLC environments. Support ND IM policy and projects regarding SOPs, ways of working, processes, and best practice.**', the following will need to be conducted in Table 3:

Table 3 – Output 3 delivery

Ref	Description
REF	DESCRIPTION
1.3.1	Maintain an awareness of current CIS technology to develop and advise on new ways of working iaw MOD Information Management Policy.
1.3.2	Maintain OPIM Instructions and SOPs for all business processes with Lessons Identified (LIs).
1.3.3	Support Navy Command with trials, testing and development for ND IS/IM related projects.



1.4 In order to deliver '**Output 4: Co-Ordinate ND IM services to optimise support/assurance to RN IM cadre and support the wider MOD IM community to ensure full engagement with Joint/MOD requirements. Support MCSU in all working groups, workshops and engage with DD/ Air/Army CylSOCs to coordinate the any joint Ops for which Navy FLC is lead**', the following will need to be conducted in Table 4.

Table 4 – Output 4 delivery

REF	DESCRIPTION
1.4.1	Co-Ordinate tasking of OP IM services for all areas of OPIM deliverables.
1.4.2	Maintain OP IM Remedy database to provide accurate indication of current activity and record completed support activities
1.4.3	Oversee OP IM service QC/QA compliance activities including audits
1.4.4	Provide OP IM update reports/briefs to MCSU and ND IM management as required
1.4.5	Review all IM Training Eval issues raised via S3018 process
1.4.6	Provide OP IM service support to senior ND stakeholders regarding future CIS technologies and developing associated support polices
1.4.7	Assist optimisation of IM support by providing 'surge activity' cover in periods of high activity for the OP IM service
1.4.8	Action any Joint Navy FLC nominated Op/ex IM hub and node requirements

1.5 In order to deliver '**Output 5: Provide focused SME support to the full revision and reissue of BRd 7747 (Maritime Operational Information Handbook).**', the following will need to be conducted in Table 5.

Table 5 – Output 5 delivery

REF	DESCRIPTION
1.5.1	Rewrite and Issue BR(d) 7747 – 'Maritime Operational Information Handbook'
1.5.2	In consultation with relevant SMEs, scrub the current BR(d) 7747, review material, delete redundant/obsolete guidance.
1.5.3	Capture current guidance (e.g. OPNET) and operational IM ways of working
1.5.4	Test content of revised Book of Reference before reissue.

1.6 In order to deliver '**Output 6: Support and provide continuous deployed SME IM input into BRd7747 (Maritime Operational Information Handbook) to ensure ongoing relevance and compliance.**', the following will need to be conducted in Table 6.



Table 6 – Output 6 delivery

REF	DESCRIPTION
1.6.1	Attend monthly working groups.
1.6.2	Attend weekly meetings.
1.6.3	Provide IM SME input and feedback on direction to OIC SysS.
1.6.4	Test content of revised Book of Reference before reissue.

1.7 In order to deliver **Output 7: Provide support to interoperability Information management and sharing between legacy, current and future capabilities. Work with LC2, OpNET L3/4 teams and other legacy systems to ensure interoperability solutions have IM support and can be implemented across Navy FLC interests.**, the following will need to be conducted in Table 7.

Table 7 – Output 7 delivery

REF	DESCRIPTION
1.7.1	Attend monthly interop working groups.
1.7.2	Respond to Remedy tickets and investigate IM interop issue.
1.7.3	Test changes to software/system versions for impact on IM interop.

1.8 In order to deliver **‘Output 8: Develop and administer the Navy FLC OpNET HUB, create and collapse site collections as required for operations: Single Service Site collection site administrators on the OpNET Hub, provision of new Front Line Command sites for L2/L1 areas, create limited areas and managed access control, provide support to L2/L1 for SharePoint fault resolution, site collapse when FLC/unit site no longer required. Work to be conducted i.a.w. DPS-OPN-EPR-2022-0162 OpNET SharePoint,** the following will need to be conducted in Table 8.

Table 8 – Output 8 delivery

REF	DESCRIPTION
1.8.1	Provision of new FLC sites for L2/L1 areas.
1.8.2	Create limited areas and managed access control.
1.8.3	Provide support to L2/L1 for SharePoint fault resolution.
1.8.4	Site closure when FLC site no longer required.



Timescales

The requirement of this contract will start on 1 January 2024 and run for 36 months at a cost of £2.5M Ex VAT which includes £150K travel and subsistence. This requirement will need the option to extend by 24 months on a 1+1 basis subject to further approvals.

Location

The majority of effort to deliver Op IM tasking is expected to be completed at either MCSU (Portsmouth Technology Park (PTP), Portsmouth), all UK HM Naval Bases or deployed on operational mobile units.

All Travel and Subsistence (T&S) expenses must comply with the MoD T&S Policy.

Governance

Weekly – Weekly report on task and progress, monthly report will be required detailing all service levels met. Quarterly meetings to be held between the supplier and The Authority via Team, to discuss any ongoing issues

Monthly - Monthly OpNET IDLOD meetings, monthly Navy Digital IM meeting.

Bi-Annually – Bi-Annual Performance Review with requirement owner to capture Risks and Issues in Microsoft Project Online (under Navy Portfolio) and review progress towards delivery and performance against stated KPIs (Key Performance Indicators) and forward look to set priorities and tasks for the following year.

Acceptance

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

Performance Management

The KPIs below are aligned to delivery of the stated Outcomes for the requirement and performance. The performance against the KPIs will be assessed in line with the review frequency associated with that KPI and performance score allocated in line with the metric stated. The overall service delivery performance will be assessed at the Bi-Annual Performance Review and evidence drawn from the performance against KPIs.

KPI 1 (Output 1)	Op IM
KPI Description:	The percentage of Remedy tickets and service requests for IM support



	responded to within 2 working days of on them being received on Remedy
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 2 (Output 1)	Op IM
KPI Description:	The percentage of successful migrations; Ship to Shore or Ship/RM unit to OpNET migrations and templates produced to OpNET programme schedule.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 3 (Output 2)	Op IM
KPI Description:	The percentage of requests for support to afloat/fixed transition responded to within 1 working day of submission remedy and resolved within 72 hours.
Frequency	Monthly
KPI Performance Thresholds:	



'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 4 (Output 3)	Op IM
KPI Description:	The percentage of requests for support to the Defence File Plan responded to within 2 working days of submission.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 5 (Output 4&7)	Op IM
KPI Description:	The percentage of requests for support to the MoD IM community responded to within 2 working days of receipt on Remedy.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%



'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 6 (Output 4)	Op IM
KPI Description:	Attendance of working group, IM workshop and SIO meetings.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 7 (Output 6)	Op IM
KPI Description:	Quality of engagement and feedback as assessed in verbal and written monthly feedback/reports to OIC SysS and CO MCSU. This is providing an update of the progress and change in IM practise and policy and would continue even after the Brd is finished being rewritten. They would present problems and interpret DD policy,



	work with Fleet to see what work for the users and present us with a summary of how this are (e.g. does the policy work and should we feedback on change)
Frequency	Monthly / Quarterly Audits
KPI Performance Thresholds:	
'Good' (Contractual Target):	Good level of quality.
'Approaching target' threshold:	Satisfactory level of quality.
'Requires Improvement' threshold:	Just satisfactory level of quality.
'Inadequate' threshold:	Unsatisfactory level of quality.
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 8 (Output 8)	Op IM
KPI Description:	Remedy tickets for Hub site L3 actions responded to and delivered within 2 working days
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



Government Furnished Assets

Supplier will be provided with access to MODNET via a MOD laptop for the duration of the contract, access to OpNET will be either via OpNET at MCSU or to OpNET through BLAST.

Security

Supplier's personnel will be required to visit MOD establishments and deployed mobile units to provide services. Developed Vetting (DV) clearance is required as a minimum for all team members to deliver Operations Information Management services and must be in place at the start of the contract.

Personal Data

No personal data will be processed during the course of this contract.

However, all suppliers are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that, should personal data be handled, processing meets the requirements of GDPR (General Data Protection Regulation) and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

Quality & Standards

Item	Number	Title
1	N/A	Data Protection Act (2018)
3	N/A	Public Records Act (1958)
5	JSP 441	Information, Knowledge, Digital and Data in Defence
6	N/A	National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF)

Health & Safety

All tasking to be conducted in line with MOD H&S practise derived from HSE guidance. Supplier must provide a Health & Safety Plan on contract award and a Risk Assessment against establishment and Ship visits

Environmental

Work to be conducted in line with MOD Environmental practise.

Implementation



The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

Exit

All information is to be stored on MoD devices and in MoD locations (no information to be stored on either, company laptops or personal device). The supplier should make adequate preparation for handover and knowledge transfer to new supplier. A key element to this contract will be information management and knowledge transfer. The supplier will ensure that all relevant documentation is created and stored within MoD configuration management policy.

6 months prior to the end of the contract the supplier will:

- Update a statement of work that details the current activities.
- Generate a service transition plan.
- Conduct a documents, information, and knowledge transfer to the successful tenderer.
- Correctly store and archive all information on MoD CIS in line with Navy Digital Information Management policy.
- Work with MCSU and Navy Digital to ensure preparations for a smooth transition in service.
- Return any MOD GFX within 5 working days.
- Provide copies of any training materials produced as part of delivery of the contract.

Software

MoD ICT will be used throughout this service and supplier ICT is not to be used for the delivery of this service.

Supplier personnel should have knowledge of OpNET Red, OpNET Black, LC2, Dii, all known variants of SharePoint in significant detail, working knowledge of ADFS, VMware and Visual Studio and be competent users of the most used Microsoft products.

The supplier must ensure all personnel have the relevant security clearances to access necessary MoD ICT.

IPR or Other Rights

All IPR remains with MoD. MoD shall own IPR on any data that arises as a result of analysis or tests performed under the contract.



Attachment 2 – Charges and Invoicing

The total budget is £2,500,000 (excluding VAT) over a 3 year period. There are a further 2 option years of 1 + 1 at an additional cost.

A Travel and Subsistence budget of £150,000.00 has been allocated. This must be contained within the costed proposal, which is not to exceed £2.5M for the 36 month contract term.

Payments to be made in arrears via CP&F/Exostar. Invoices must be accompanied with time sheets broken down by service and/or product to enable appropriate cost management by the Authority.

Part A – Milestone Payments and Delay Payments

N/A

Part B – Service Charges

	Year 1	Year 2	Year 3	Total
Core Services	Redacted under FOIA Section 43, Commercial interests			
Implementation Costs				
Fixed T&S				
				£2,090,400.00

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Core Service Rates			
SFIA	Year 1 Day Rate (£)	Year 2 Day Rate (£)	Year 3 Day Rate (£)
6	Redacted under FOIA Section 43, Commercial interests		
5			
5			
5			
5			
5			



Additional Tasks or Services

The Authority shall be entitled to request additional tasks or services through the contract on both a firm price and a time and materials basis, dependent on the demand.

Where the Authority requires the supplier to complete an additional task that has clear deliverables or milestones, the Authority shall provide details of this requirement to the supplier in order for the supplier to provide a firm price for delivery of that task. If the Authority is content with the suppliers price, this task will be incorporated into the contract, for the relevant duration of the task, through a contract change.

Any additional services that are incorporated will be included within the service level performance measures as per the contract.

Variation of Price (VOP)

All Prices for services for contract years 1 2 and 3 are firm prices which are not subject to any adjustment.

All Prices for services in optional contract years 1 and 2 are firm prices which (if those optional years are invoked) shall be the subject to a VOP adjustment in accordance with the following calculation:

$$V = P (a+b(O_i/O_0)) - P$$

where;

P is the firm price for goods and/or services delivered in contract year 1

a is 0.1, which is the non-variable element of prices

b is 0.9, which is the variable element of prices

O_i is the 12-month index average for the four quarters prior to the quarter in which the variation calculation is being made

O₀ is the 12-month index average for the four quarters prior to the quarter in which the contract commenced

Prior to any VOP adjustment, the prices for goods and/or services with delivery dates in contract option years 1 and 2 shall be the same as the prices stated for those services in contract year 1

VOP Review Dates shall be on day 1 of contract option year 1 and day 1 of contract option year 2

VOP adjustments shall be made on the VOP Review Date and the new prices, calculated in accordance with above, shall be incorporated into the contract through a formal contract amendment. The new prices shall remain in place for 12 months until any subsequent adjustment is made at the next VOP Review Date.

When a VOP adjustment calculation is made, the Contractor shall be obliged to provide the services at the prices calculated.

The Index to be used for the VOP calculation shall be the "Top Level SPPI, Sections H to U excl. Section K" produced by the Office of National Statistics. This takes precedent over any reference to indices in the Framework with regard VOP.

Travel & Subsistence



Where supplier personnel are working at one of the base or additional locations, MCSU (Portsmouth Technology Park (PTP), Portsmouth), or UK HM Naval Bases or deployed on operational mobile units, the supplier shall not claim travel and/or expenses costs in relation to any work undertaken.

The supplier shall not claim travel and/or expenses costs in relation to general management of the services (for example, attendance at project boards, account and management meetings).

Where the Authority require supplier personnel to travel to any other locations, costs can only be claimed where they are clearly detailed with supporting evidence and in line with MOD rates.

All Travel and Subsistence expenses must comply with the MoD Travel and Subsistence Policy.

Part D – Risk Register

An on-going Risk Register will be maintained and reviewed at contract meetings but each specific risk and update will not be incorporated into the contract order form.

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC

Part E – Early Termination Fee(s)

The supplier will be paid any fees that are due for work already completed (provided it was to the required standard) and for any costs incurred in the process of delivering services which have not yet been completed but only where the supplier can evidence costs have been reasonably incurred prior to termination.



Attachment 3 – Outline Implementation Plan IN SOR

Suppliers Implementation Plan to be inserted.

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

All suppliers are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR (General Data Protection Regulation) and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>



Attachment 4 – Service Levels and Service Credits

The KPIs below are aligned to delivery of the stated Outcomes for the requirement and performance. The performance against the KPIs will be assessed in line with the review frequency associated with that KPI and performance score allocated in line with the metric stated. The overall service delivery performance will be assessed at the Quarterly Performance Review and evidence drawn from the performance against KPIs.

KPI 1 (Output 1)	Op IM
KPI Description:	The percentage of Remedy tickets and service requests for IM support responded to within 2 working days of on them being received on Remedy
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 2 (Output 1)	Op IM
KPI Description:	The percentage of successful migrations; Ship to Shore or Ship/RM unit to OpNET migrations and templates produced to OpNET programme schedule.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



KPI 3 (Output 2)	Op IM
KPI Description:	The percentage of requests for support to afloat/fixed transition responded to within 1 working day of submission remedy and resolved within 72 hours.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 4 (Output 3)	Op IM
KPI Description:	The percentage of requests for support to the Defence File Plan responded to within 2 working days of submission.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 5 (Output 4&7)	Op IM
KPI Description:	The percentage of requests for support to the MoD IM community responded to within 2 working days of receipt on Remedy.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%



'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 6 (Output 4)	Op IM
KPI Description:	Attendance of working group, IM workshop and SIO meetings.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 7 (Output 6)	Op IM
KPI Description:	Quality of engagement and feedback as assessed in verbal and written monthly feedback/reports to OIC SysS and CO MCSU. This is providing an update of the progress and change in IM practise and policy and would continue even after the Brd is finished being re-written. They would present problems and interpret DD policy, work with Fleet to see what work for the users and present us with a summary of how this are (e.g. does the policy work and should we feedback on change)
Frequency	Monthly / Quarterly Audits
KPI Performance Thresholds:	
'Good' (Contractual Target):	Good level of quality.



'Approaching target' threshold:	Satisfactory level of quality.
'Requires Improvement' threshold:	Just satisfactory level of quality.
'Inadequate' threshold:	Unsatisfactory level of quality.
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 8 (Output 8)	Op IM
KPI Description:	Remedy tickets for Hub site L3 actions responded to and delivered within 2 working days
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98-99%
'Requires Improvement' threshold:	95-97%
'Inadequate' threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services



Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (Intellectual Property Rights) and 21 (Licences Granted by the Supplier).

The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)</i>
Supplier		
[Guarantor]		
[Key Sub-contractor 1]		
[Key Sub-contractor 2]		

PART B – RATING AGENCIES

Dun & Bradstreet

Attachment 8 – Governance

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

Weekly – Weekly report on task and progress, monthly report will be required detailing all service levels met. Quarterly meetings to be held between the supplier and The Authority via Team, to discuss any ongoing issues

Monthly - Monthly OpNET IDLOD meetings, monthly Navy Digital IM meeting.

Bi-Annually – Bi-Annual Performance Review with requirement owner to capture Risks and Issues in Microsoft Project Online (under Navy Portfolio) and review progress towards delivery and performance against stated KPIs (Key Performance Indicators) and forward look to set priorities and tasks for the following year.

All contract meetings/boards will be scheduled as required.

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

No personal data will be processed during the course of this contract.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Details of performance against KPI's	Online via Government transparency website	Quarterly, if required in line with any Cabinet Office guidance
Contract	Contract Information and Total Price – commercial and personnel sensitive information redacted	Online via Government transparency website	At contract award

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

To ensure information held on the 'MOD Enterprise Directory' is accurate, by contract commencement date, embedded workers with [MOD.net](#) accounts are to make best endeavours to clearly identify as a 'Contractor' within the Rank/Grade of their [MOD.net](#) Tally and Enterprise Directory Data. In addition, 'Contractor' must clearly be stated as their rank within the workers organisation Signature block.

Within the duration of this contract, all staff embedded at HM Establishments may be required to complete a Conflicts of Interest declaration. The supplier will also be required to ensure a Compliance Regime is enacted if any personnel provided by the supplier will be involved in the process for re-letting any follow on or other contracts for which the supplier may tender.

MOD shall own all IPR on any data, code, or development undertaken during the delivery of any professional service.

ANNEX - MOD DEFCONs AND DEFFORMs

DEFCON NUMBER	DESCRIPTION
DEFCON 5J	Unique Identifiers
DEFCON 68	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	Contractors Personnel At Government Establishments
DEFCON 129J	The Use Of Electronic Business Delivery Form
DEFCON 516	Equality
DEFCON 520	Corrupt Gifts And Payments Of Commission
DEFCON 522	Payment And Recovery Of Sums Due
DEFCON 531	Disclosure Of Information
DEFCON 532A	Protection Of Personal Data
DEFCON 601	Redundant Materiel applies in relation to DEFCON 611
DEFCON 611	Issued Property
DEFCON 658	Cyber
DEFCON 659A	Security Measures
DEFCON 660	Official Sensitive Security Requirements
DEFCON 671	Plastic Packaging Tax
DEFCON 694	Accounting For Property Of The Authority
DEFFORM NUMBER	DESCRIPTION
The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid	