Schedule 3 (Tasking Order Form) FINAL

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Unique Tasking Order Number		FTS/DE/SACC/12	Version No. & Date	V0.2 23/02/2017
FATS Business Case Number		FBC6306	Unique Reference Number	
Project / Equipment for which task is in support		Maritime Multi-Link UOR		No
Provision of Maritime Multi-Link TDL, SME, I-SMART and ITEAP Technical Support				AP Technical
NCAs Selected (in accordance with MKM search)	NCA <u>N</u>	lumbers: 4700, 4710, 4720, 4730, 48	320, 4880 and 4890	

Please refer to FATS Customer Guidance for definition of Work Category

Directorate & PT / Organisation Title	Situational Awareness Command and Control	Supplier Name	JCSys Limited
PT Leader/ Project Manager	[Redacted]	Post	[Redacted]
Post	DES SACC-DL-PM2	Address	Unit 7
Address	Yew 3b		The Clifton Centre
	MOD Abbey Wood #1345		Spring Lane South
	Bristol		Malvern
Postcode	BS34 8JH	Postcode	WR14 1BJ
Telephone / Fax No	[Redacted]	Telephone / Fax No	[Redacted]
E-mail	DESSACC-DL- PM2@mod.uk	E-mail	[Redacted]
UIN & RAC	[Redacted]	CPV Code	98110000-7

Date Draft Tasking Order Issued

23/02/2017

Deadline for Authority's receipt of Tenderer's response to the Draft Tasking Order

16/03/2017

1. Schedule of Requirements

As per the Statement of Work, dated 15 February 2017, JCSys Tender Proposal submitted to the Authority dated 15th March 2017, JCSys's response to the Authority's clarification email regarding Government Furnished Assets on 04th April 2017 and JCSsys Response to the Milestone Payment Plan clarification received on 06/04/2017.

Item No	Description	Firm Price £ (Ex VAT)
1	Provision of Maritime Multi-Link Technical Support (Work Package 1)	£66,600.00
	Contract duration 11/04/2017 - 31/12/2017	(Firm Price)
2	Provision of Maritime Multi-Link I-SMART Support (Work Package 2)	£48,300.00
	Contract duration 11/04/2017 - 31/12/2017	(Firm Price)
3	Provision of Maritime Multi-Link ITEAP Support (Work Package 3)	£28,875.00
	Contract duration 11/04/2017 - 31/12/2017	(Firm Price)
4	Provision of Meetings for Work Packages 1 and 3	£25,350.00
	Priced per meeting up to maximum as specified on Statement of Work at Annex A.	(Max Price)
	Contract duration 11/04/2017 - 31/12/2017	
5	Travel and Subsistence	£6,583.13
	Contract duration 11/04/2017 - 31/12/2017	(Max Price)

STATEMENT OF REQUIREMENT

(Please see Annex A (Statement of Work) to Tasking Order Form)

				ns

All conditions of the framework shall apply as supplemented by the terms selected below. The two sets of conditions become a binding contract at the time of signature on the Schedule.

Type of Contract					
Competitive			-		
Competitive Award Criteria		Most Economically Advantageous Tender (Meat)			
Weightings		Technical 60% - Price 40%			
Reverse Auction used?					
Single Source					
General Conditions					
DEFCON 624 (Edn 11/13) – Use of Asbestos in Arms, Munitions or War Materials		DEFCON 603 (Edn 10/04) – Aircraft Integration and Clearance Procedure			
DEFCON 176A (Edn 06/08) - MOD Requirements For Competition In Subcontracting (Non-Competitive Main Contract)		Additional Conditions (See Annex B to the Task Order Form)			
<u>c</u>	hoose on	e of the following:			
DEFCON 514A (Edn 03/16) – Failure of Performance Under Research and Development Contracts		DEFCON 514 (Edn 08/15) – Material Breach	\boxtimes		
Special Indemnity Conditions					
DEFCON 661 (Edn 10/06) – War Risk I	ndemnity	1			
DEFCON 661A (Edn 05/02) – War Indemnity Risk (Alternative Version)					
DEFCON 684 (Edn 01/04) – Limitation	upon Cla	im in Respect of Aviation Products			
DEFCON 638 (Edn 11/14) - Flights Lia	bility and	Indemnity			
Pricing Conditions Required					
Firm Priced at Outset (this applies to all tasks other than by exception)					
For single source tasks valued below £5M, the following conditions shall apply:					
DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of a Lesser Value					
DEFCON 812 (Edn 12/14) - Single Source Open Book					
DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts					
Exceptionally, if other than Firm Priced complete Appendix 4)	d at Outs	et (include additional conditions in attachment &			

Payment Terms (Use of CP&F and P	ayment on Completion	are the defa	ult)			
DEFCON 522 (Edit Payment and Reco	,					
				tage Payments N 649 (Edn 12/16)	below)	
			(applicable to where provis	49 (Edn 12/16) – o Tasks with deliver ion has been made age payments in ad	ables for	
DEFCON 5J (Edn Identifiers	<i>18/11/16)</i> – Unique		Packaging	129 <i>(Edn 18/1</i> (For Articles oth & Explosives)		
Alternative Payment Arrangements Required (Where payment cannot be made through the MOD invoice payment department (eg for tasks placed by other Government departments), please provide full details of the payment procedure to be followed, as an attachment to this tasking form)						
Milestone/Stage Payments (Expand table as appropriate)	Due Date				%	Value £k (ex VAT)
Milestone/Stage No	Key Deliverable	Key Deliverable				
1	Platform Specifications 30 June 17 33.33				47,925.00	
2	Verification/Validation Matrix and Final 29 Sept 17 33.33 ITEAP				47,925.00	
3 FINAL (Payment should be subject to a reasonable retention based on % of total cost)	Final monthly technical report and Satisfactory delivery of all work under the contract.				47,925.00	
Work Package 1 a	nd Work Package 3 I	Max Priced	Meetings.	On-going – invoiced on a quarterly basis with Milestone payments.		25,350.00 (Max Price)

Payment Procedure:

- 1.1 A single standard purchase order (SPO) shall be created on CP&F to cover all deliverables on this Contract. The SPO will operate on a 'three way match' basis.
- 1.2 On the last working day of each quarter the Contractor shall raise an invoice via CP&F and send a separate written invoice to the Authority's Project Manager. This invoice shall detail all payments due for that quarter (calculated per completion of each approved deliverable)

			, ,	,		
1.2.1 The Authority's Project Manager will review the invoice for accuracy and then pass this to the Authority's Commercial Officer.						
Once the Authority's Project Manager and Commercial Officer are content with the invoice, the payment will be authorised on CP&F						
additioned on or all						
Intellectual Property Rights						
			opropriate condition(s) by ticking the boxes a appropriate. In the event that no boxes are tile			
section (Intellectual Property Ri			perty generated under the Task shall be sub			
terms of DEFCON 703.						
DEFCON	Tick		Tasking Order Line Item			
	Applic	abie	(tick as appropriate)			
<u>If</u>	DEFCON 703	does not	apply then select either:			
DEFCON 705 (Edn 11/02)		All	The following Item Nos. only (insert below)			
,						
		O I	<u> </u>			
DEECON 44 Edo 44/05 45		All				
DEFCON 14 Edn 11/05, 15 21 ,126 Edn 11/06 &			The following Item Nos. only (insert below)			
DEFFORM 315						
DEFCON 14 Edn 11/05,		All	The following Item Nos. only (insert below)			
16 Edn 10/04, 21 & DEFFORM 315						
DEFCON 14 Edn 11/05,		All	The following Item Nos. only (insert below)			
90 Edn 11/06 & 126 Edn			The fellowing from Freez ethal (miser, selen)			
11/06)		A II				
DEFCON 14 (Edn 11/05), 91 (Edn 11/06) & 126 (Edn		All	The following Item Nos. only (insert below)			
11/06)						
Other, as specified in a special IPR condition to be		All	The following Item Nos. only (insert below)			
applied to the Tasking						
Order No intellectual property condit	ions annly (<i>r</i>	efer to	_			
DIPR before ticking this box).	ions apply (r	cici to				
Issue of Government Stores	<u> </u>					
DEFCON 23 (Edn 08/09)* – Special Jigs, Tooling and Test Equipment						
Please see Annex E of the Tasking Order Form for more details.						
	Gillig Oldel	1 01111 101 1	nore details.			
Controlled Information						
Issue of Controlled Informatio	n (subject Coi	ndition 50 c	of Schedule 1)			
(if ticked then list Controlled Information and attach list to Tasking Form)						

Payment of Customs Duty – select one box only				
DEFCON 619A (Edn 09/97) - Customs Ussue of Certificate i (Council) Regulation				
Progress Reports and Progress Meetings				
If ticked, progress reports must utilise the current version of DRRS Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence. DEFCON 642 (Edn 06/97) – Progress Meetings				
Brief Description See Statement of Work at Annex A for details of requirements.	orogress re	eports/meeting	gs	
Transport – select one box only				
DEFCON 621A (Edn 06/97) – Transport (if the Authority is responsible for transport) DEFCON 621B (Ed the Contractor is responsible for transport)	,			
Liquidated Damages applicable? (Refer to Condition 46 of Schedule 1)				
Task Item 1 £ per day/week/month up to	a maximui	m of £		
Task Item 2 £ per day/week/month up to				
Task Item 3 £ per day/week/month up to				
Task Item 4 £ per day/week/month up to				
Task Item 5 £ per day/week/month up to	a maximui	m of £		
Force Majeure				
Maximum period of extension of time in the case of a Force Majeure	Event			
Quality Assurance Conditions				
According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of:				
AQAP 2110 – NATO Quality Assurance Requirements for Design, Development and Production				
Deliverable Quality Plan requirements				
DEFCON 602A (Edn 12/06) - Quality Assurance with Quality Plan DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan				
AQAP 2105 – NATO Requirements for Delivering Quality Plans				
Software Quality Assurance requirements				
AQAP 2210 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110				
Air Environment Quality Assurance requirements				

Def. Stan. 05-100 – Ministry of Defence Requirements for Certification of Aircraft for Authorised Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)					
Relevant MAA Regulatory Publications	(See att	achment for details)			
Additional Quality Requirements (See attachment for details)					
Warranty					
Express Warranty (See attachment for details) Warranty – remedies implied by general law					
Security					
DEFCON 659A (Edn 11/14) and DEFCON 660 (Edn 12/15) – Reportable Official Sensitive Security Requirements					

3. Price

TOTAL CONTRACT PRICE	TYPE OF PRICING
Line 1	£66,600.00 Firm Price (ex VAT)
Line 2	£48,300.00 Firm Price (ex VAT)
Line 3	£28,875.00 Firm Price (ex VAT)
Line 4	£25,350.00 Max Price (ex VAT)
Line 5	£6,583.13 Max Price (ex VAT)

4. Authority Tasking Order Commercial Officer Authorisation

Name	[Redacted]		
Position	DES JSENS-SACC-Comrci-	-3a	
Signature			
Date	06/04/2017	Telephone Number	[Redacted]

5. Acknowledgement by supplier

	Name	[Redacted]			
	Position	JCSys Ltd TDL Business Unit Leader			
5	Signature				
	Date	11.04.17 Tel	lephone Number	[Redacted]	

6. Record of Authorised Changes

CHANGE ISSUE NUMBER	DATE OF ISSUE	COMMENTS / REASON FOR CHANGE	

7. Final Administration

Where the output of any research or study is a Technical Report, the Report is to be completed in accordance with the current version of the ATHENA Defence Research Reports Specification - 'Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence'. MOD Customers may obtain this document via the www.dstl.gov.uk. **The**Contractor shall send a copy of the report on CD ROM in unlocked pdf.format to:

Dstl Knowledge & Information Services, Bldg 247, Dstl Porton Down, Salisbury Wilts SP4 0JQ. Tel: 01980 613971

Any staff on DII can search the ATHENA system via the online science gateway to ascertain if particular research or a study already exists. Access can be requested utilising a password (supplied) via this link: http://osg.dstl.r.mil.uk/SignIn/SignIn.aspx/

On receipt of the order acknowledgement from the Contractor, the **Authority's Commercial Manager (who placed the task)** must send a copy of the acknowledged final tasking order form together with a completed DEFFORM 57 AND DEFFORM 111 (Edn 18/11/16) to:

DBS Finance Walker House Exchange Flags Liverpool L2 3YL

A copy of the acknowledged final tasking order form must be sent by the **Authority's Commercial Manager (who placed the task)** electronically to the FATS team at the following address:

DEFComrclCC-FATSCases@mod.uk

However, if this is not possible, please send a hard copy to:

DEF Comrcl CC/FATS Cases, Larch Level 0 #2017, MOD Abbey Wood South, Bristol, BS34 8JH.

DEFFORM 111 (Edn 18/11/16)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: DESJSENS-SACC-Comrcl- 3a1

Address:

Yew 3b #1345, MOD Abbey Wood South, Bristol, BS34 8JH

Email: DESJSENS-SACC-Comrcl-3a1@mod.uk

☎ [Redacted]

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available) Name: DES SACC-DL-PM2

Address:

Yew 3b #1345, MOD Abbey Wood South, Bristol, BS34 8JH

Email: DESSACC-DL-PM2@mod.uk

☎ [Redacted]

3. Packaging Design Authority

Organisation and point of contact:

(where no address is shown please contact the Project Team in Box 2)

4. (a) Supply / Support Management Branch or Order Manager

Branch/Name: DES SACC-DL-PM5

☎ [Redacted]

(b) U.I.N. D4987A

5. Drawings/Specifications are available from

See box 2

6. Intentionally Blank

Quality Assurance Representative:

DES ISTAR-BMT-QM2

Email: DESISTAR-BMT-QM2@mod.uk

Telephone: [Redacted]

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed]

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT - Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

2 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level

4 Piccadilly Gate, Store Street, Manchester, M1 2WD

2 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS 2030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS 2 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS 2030 679 81129 / 81133 / 81138 Fax 0117 913

EXPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913

8946

B. JSCS

JSCS Helpdesk Tel 01869 256052 (option 2, then option 3);

JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence **2** 0151-242-2000

DBS Finance Walker House, Exchange Flags

Fax: 0151-242-2809 Website is:

Liverpool, L2 3YL

https://www.gov.uk/government/organisations/ministry-of-

defence/about/procurement#invoice-processing

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

NOTE

13. Many **DEFCONs and DEFFORMs** can be obtained from the

MOD Internet Website;

https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm

Appendix 2 to Schedule 3 (Confidentiality Agreement)

The provisions of this Clause are supplemental to DEFCON 531

- 1. Both DEFCON 531 and the provisions of this Clause apply to:
 - (A) This Tasking Order;
 - (B) Any Information disclosed by either party prior to the issue of a draft Tasking Order and in contemplation of Work being placed by the Authority under a Tasking Order; and
 - (C) Any Task placed under this Agreement, provided that Information provided to a party for the purpose of tendering for a Tasking Order shall only be used for that tendering purpose, and Information provided to a party for performing a Task placed on it under this Agreement shall only be used for the performance of that Task.
- 2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking Order, and to the obligations set out herein in respect of any Controlled Information (Definition in Clause 42 Schedule 1), the recipient of any Information shall:
 - (A) Upon the expiry or termination of the Agreement; or
 - (B) Upon the expiry or termination of any Tasking Order (for the purposes of which Information is disclosed); or
 - (C) If the Authority decides not to proceed with the issue of a Tasking Order (for the purposes of which Information is disclosed),

in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:

- (1) Return to the other party the Information and all copies thereof; or
- (2) Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking Order.
- 3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking Order in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).

Appendix 3 to Schedule 3 (Price Summary)

In accordance with rates, prices and costs in JCSys's Tender Response dated 15th March 2017.

Supplier price summary: To be completed by the supplier in support of a quotation provided in response to an ITT for the requirement captured on the above Draft Tasking Order Form.					
1. To:			2. From:		
Date of submissi	on:				
In response to your request for a quotation reference FTS/STS /			Dated		
*The work can be	e undertaken and ou	ır detailed respor	se is attached. [
*We are unable t	to provide the resour	rces/deliverables	identified on this	occasion.	
(* Check box as	appropriate)				
Signed: Date:			Name	: (Block Capitals)	
2. Task ti	tle):				
3. Unique	e Reference Number	:			
4. Start D	ate:		Com	npletion Date:	
5a. Quotation Broad					
Capability Area No.	Grade	Hourly rate quoted at ITT	Hourly rate quoted for this task	Reduction on No of original ITT Hours rate	Total
Capability Area	Rail Motor Mileage (ma:	quoted at ITT	quoted for	original ITT Hours	Total
Capability Area No.	Rail Motor Mileage (max mile) Estimated expendit	quoted at ITT x price per [R Air Sea	quoted for this task	original ITT Hours rate Number of	

		The above T&S costs relate to the period	to
	Sub-contractor Price		
5d.Other Costs	Sub-Contractor Details		
	Materials		
	Other (Please provide details below) Description	Cost	
	Total Price	(excl. VAT)	

Appendix 4 to Schedule 3

(Montreal Protocol Substances)

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g. CFC-500 (CFC-12/HFC-152a) CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.
Halon-1211 (bromochlorodifluromethane - BFC)
Halon-1301 (bromotrifluoromethane - BTM)
Halon-2402

C₃ H₄ FBr₃ C₂ HFBr₄ C₂ H₄ FBr C₃ H₂ F₂ Br₄ C₃ H₄ F₂ Br₂ C₂ HF₂ Br₃ $C_3 H_2 F_3 Br_3$ C₃ H₄F₃ Br C₂ HF₃ Br₂ C₃ HFBr₆ $C_3 H_2 F_4 Br_2$ C₃ H₅ FBr₂ C₂ HF₄ Br C₃ HF₂ Br₅ C₃ H₂ F₅ Br C₃ H₅ F₂ Br C₃ HF₃ Br₄ C₂ H₂ FBr₃ C₃ H₃ FBr₄ C₃ H₆ FBr

HCFCs - Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCI ₄) - Production has stopped. 1,1,1-TRICHLOROETHANE (C₂ H₃ CI ₃) - Production has stopped. METHYL BROMIDE (CH₃Br) - Production limits apply.

Appendix 5 to Schedule 3 (DEFFORM 539A (Edn 08/13) Tenderer's Commercially Sensitive Information)

ITT Ref No: FTS/DE/SACC/12

Description of Tenderer's Commercially Sensitive Information:

Sub-contractor employment and value of sub-contracts

Pricing

Cross Reference(s) to location of sensitive information in Tender:

Sub-contractors – Annex D to Commercial and Financial Response, relevant portions of Technical Response describing sub-contractor involvement.

Pricing - DEFFORM 47 OFFER, priced version of Commercial and Financial Response.

Explanation of Sensitivity:

Sub-contractors – Reveals both our commercial approach and areas where external support is considered desirable.

Pricing - Offers pricing information to competitors.

Details of potential harm resulting from disclosure:

Sub-contractors – "Poaching" by competitors, better informed competitors.

Pricing - Better informed competitors.

Period of Confidence (if applicable): Until end of contract

Contact Details for Transparency / Freedom of Information matters:

Name: [Redacted]
Position: Director

Address: 20 Gong Hill Drive, Lower Bourne, FARNHAM, GU10 3HQ

Telephone Number: [Redacted]
Email Address: [Redacted]