

Call-Off Tasking Form Part A to EW&C

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

FINAL

To: BAE Systems Applied Intelligence Limited Surrey Research Park Guildford Surrey GU2 7YP [REDACTED] [REDACTED]	From: NELSON - Navy IW Semaphore Tower HMNB Portsmouth, PO1 3LT
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Issue No: 01	Issue Date: 08/06/2020
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REQUIREMENT	
Date Quotation Required:	<i>Self-delivered: 03/07/2020 (20 working days)</i> <i>Competed: 17/07/2020 (30 working days)</i>
Project Manager:	Technical Lead
Call-Off Task Title: Same as Dstl iCAS requisition name	Call-Off Task <input checked="" type="checkbox"/>/ Change <input type="checkbox"/>
Required Start Date: 01/04/2020	Required End Date: 31/03/2021
Requisition No:	
Description:	<i>Please see attached Statement of Requirement (SoR) reference: 20200601_EW&C_SOR_NELSON Extension for additional services for full details of this requirement</i>
Primary Core Capability Lot:	Engineering design, manufacture & assessment <input type="checkbox"/> Cyber, software & modelling <input checked="" type="checkbox"/> Sensor, sensor system and signature measurement <input type="checkbox"/> Trials and capability operation <input type="checkbox"/>
If the requirement falls within any other Lot please detail:	_____

Taxonomy sub-lot:

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

CALL-OFF TASK DESCRIPTION AND SPECIFICATION

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

Firm Price Ascertained Cost

Target Cost Incentivised Fee Other please specify

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

Ascertained Costs DEFCON 653

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

DEFCON 14 DEFCON 15 DEFCON 16 DEFCON 90 DEFCON 91

DEFCON 126

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

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

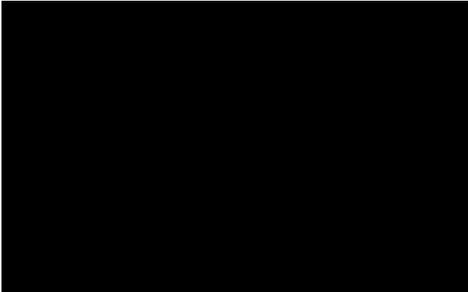
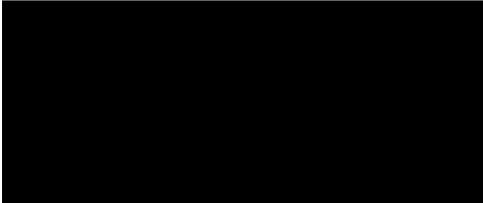
DEFCON 658

<p>Call-Off Task Directed <input type="checkbox"/> Non-Directed <input checked="" type="checkbox"/></p> <p>If Directed specify Supplier name:</p>
<p>DELIVERABLES – Are detailed within SOR section 1.6</p>
<p>Deliverable: Acceptance / Rejection Criteria DEFCON 524 Rejection <input checked="" type="checkbox"/> period (30 days) DEFCON 525 Acceptance <input checked="" type="checkbox"/> period (30 days)</p>
<p>ISSUE OF EQUIPMENT/MATERIAL/INFORMATION – As detailed within SOR.</p>
<p>QUALITY STANDARDS – As detailed with SOR section 1.14</p>
<p>SECURITY CLASSIFICATION OF THE WORK</p> <p><i>(A Security Aspects Letter (SAL) will be required for each Call-Off Task where there are additional security aspects not stated in the overarching SAL)</i></p> <p>UK OFFICIAL <input checked="" type="checkbox"/> UK OFFICIAL SENSITIVE <input checked="" type="checkbox"/> SECRET <input checked="" type="checkbox"/> TOP-SECRET <input type="checkbox"/></p>
<p>LIQUIDATED DAMAGES <i>(Define a genuine pre-estimate of the Authority’s loss, as a result of late delivery of the Articles by the date(s) specified in the delivery schedule at Part B and C below).</i> If required to be completed in consultation with Dstl Commercial Services, if not required please insert ‘Not Applicable’</p> <p>Not Applicable</p>
<p>‘STEP IN’ RIGHTS <i>(Define the applicable triggers to seek alternative sourcing arrangements, if the impact of delivering Contractor Deliverables to the specified time, quality and cost has a significant impact on the delivery of the overall programme).</i> If required to be completed in consultation with Dstl Commercial Services, if not required please insert ‘Not Applicable’</p> <p>Not Applicable</p>
<p>Commercial Contact: Lauren Terry, Commercial Manager</p> <p>Contact: Lauren.Terry103@mod.gov.uk</p>

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

Call-Off Tasking Form Part B to EW&C

CALL-OFF TASKING FORM [Return from Contractor]

<p>To: NELSON – Navy IW Semaphore Tower HMNB Portsmouth PO1 3LT</p> 	<p>From: BAE Systems Applied Intelligence Waterside House 170 Priestley Road Guildford GU2 7RQ</p> <p>FAO:</p> 
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1. Proposal Reference: 20200601/NEL v1.4 (attached)

Delivery of the requirement: Self-delivered Supply-chain delivered

Supplier	Proposal Reference	Version	Date
BAE Systems Applied Intelligence	20200601/NEL v1.5	1.5	July 2020

1. Background

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

This task is being delivered by BAE Systems Applied Intelligence.

2. Deliverables

The Contractor shall deliver the deliverables as set out in section 3.7 of the Technical Proposal.

3. Resources

In accordance with the Technical Proposal, we acknowledge this work to be classed as up to SECRET and all staff will have the required security clearances, that is, they will be cleared to SC for SECRET work. In addition the facilities where work shall be conducted are list X.

4. Implementation Plan

REQ TBC will start on (T0) and complete on T0+ 9 months (until 31/03/21).

5. Dependencies

Dependencies are listed out in Section 3.10 of the Technical Proposal.

6. Acceptance

The process and criteria for Acceptance for each deliverable is as detailed in Section 3.7 under the specific Deliverables in the Technical Proposal.

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

7. Risks

The risks are detailed in Section 3.10 of the Technical Proposal.

8. Special Terms

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

Acceptance

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

Purpose

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

Remedy Period

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

Intellectual Property

Any background intellectual property used as part of this Call-Off Task shall be identified in a separate document and shall be subject to clause 5 of DEFCON703 and shall remain vested in the Contractor or its Sub-Contractors or other suppliers (as appropriate).

Export

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

Warranty of Information

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

Protection of Personal Data

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

Limit of Liability

Subject to Clauses:

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

- a. Clause 3 of DEFCON 76 shall not exceed £50 million per event; and
- b. Loss of or damage to any articles, software or issued property that is outside the scope of DEFCON 76 shall not exceed 150% of the Task Value; and
- c. Loss of Authority Data shall not exceed 150% of the Task Value; and
- d. Breach of Contract, negligence and third party claims, excluding any third party claims under Defcon 632, shall not exceed 150% of the Task Value.

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

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

COVID 19

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

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

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

The ascertained cost to the Authority is **£6,598,979.83** and will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

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

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

This Proposal is valid until 31st March 2021.

Work Package Breakdown

WP	WP title	Mandator y/ Optional	Price	Section Reference
WP1	NDD Rainbow Team	Optional	██████████	2.1
WP2	Navy Digital Hosting	Optional	██████████	2.2
WP3	Support IKM Phase 2	Optional	██████████	2.3
WP4	GeoInt	Optional	██████████	2.4
WP5	Comms Bearer	Optional	██████████	2.5
WP6	RSTA (incl. Option A and Option B)	Optional	██████████	2.6
WP7	MISC Software Development	Optional	██████████	2.7
Total			£ 6,284,742.69	

TOTAL MAXIMUM PRICE	Excluding Self Delivery Management Charge	6,284,742.69
	Including Self Delivery Management Charge	6,598,979.83

Invoices will be raised monthly, 30 days in arrears. KPI payment will be calculated based on invoiced values and will be invoiced quarterly around 15th of each quarter.

Total Maximum Price if all Work Packages are invoked by the Authority: £6,598,979.83 (ex VAT)

Start Date: 7 October 2020 **End Date:** 6 October 2021

Signed on behalf of the Contractor:

Name: ██████████ **Date:** 23/07/20

GENERATED IP Provide details of IP generated by Sub-Contractors and ensure that a DEFFORM 177 has been completed and returned to the Authority.	
SUB-CONTRACTOR	DETAIL OF IP GENERATED
Mass	Contribution to the main task and review of the final proposal.

Call-Off Tasking Form Part C to EW&C

1. Offer of Contract: *(to be completed by Dstl Call-Off Task owner and forward to Dstl Commercial Services for approval)*

MOD Commercial Officer: [REDACTED] **Tel:** [REDACTED]

Requisition Number: 60952400

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

20200601/NEL v1.5 July 2020 Contract Start Date: 07/10/2020
 Contract End Date: 06/10/2021

Commercial Approval:
 [REDACTED]

Purchase Order Number: TBC

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

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

Contractor's Name: [REDACTED] **Tel:** [REDACTED]

Position in Company: Head of Delivery - Defence **Signature:** [REDACTED]

Date: 07/10/2020

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

3. Record of Authorised changes

Change Issue Number	Date of Issue	Reason for change

Call-Off Tasking Form Part D to EW&C

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

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

Call-Off Task Start Date:

Call-Off Task Completion Date:

Final Invoice Submitted on:

Final Invoice Value

Supporting Contractor
Comments regarding
the Call-Off Task
delivery:

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

Signed:

Date:

Supporting Dstl
Comments regarding
the Call-Off Task
delivery:

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

OFFICIAL

NELSON leads Digital Transformation delivery within the Navy. In response to its continued acceleration and increasing demand across a range of Royal Navy domains, NELSON now requires additional services and expertise to support emerging and continued Cyber, Software integration and development requirements through FY20-21.

To support this a scale-able number of SQEP resources are required across various EW&C Lot 2 SubLots, via a Partner(s) that can be responsive to incoming funding, with projects and streams spun up rapidly to provide flexible on-demand services. Projects and streams will include systems and data with a Security Classification up to and including SECRET, and all resources will require the relevant security clearances.

In sum, the services required include:

- Extension and continued development of the Route Survey Tracking and Analytics software capability to support ongoing trials and go-live activities;
- Software development, design and integration activities to support the delivery of foundation geospatial information and intelligence from source to frontline command;
- Software integration with corresponding MoD required frameworks such as MAPLE;
- Provision of SQEP resource in support of NELSON collaboration with wider MoD programmes, such as Navy Digital Deployed;
- Provision of SQEP resource in support of ASW Spearhead initiatives;
- Provision of SQEP resource in support of evaluation and down selection activities and to further progress the solution design ahead of implementation of an Information Knowledge Management System to support the RN fleet;
- Provision of SQEP resource to support the introduction of a Navy Hosting Environment to provide a common set of services to teams delivering data and digital solutions to the Royal Navy; and
- Software development resource to support the continued development and integration of Software delivery to Production, across the NELSON Data Platform, Data Science and Application Development areas.

It is anticipated the delivery of these services will be as Directed Tasks via the EW&C Lot 2 Prime. The proposal should enable the customer to stand up each stream as options, in support of funding mechanisms.

[REDACTED]

[REDACTED]



Data Protection Act. In accordance with the Data Protection Act 1998, Dstl will collect, use, protect and retain the information on this form in connection with all matters relating to our personnel administration and policies.