RCloud Tasking Form – Part C: Task Response Form

TO BE COMPLETED BY THE BIDDER

1. Proposal

Registered Company Name	Systems Engineering & Assessment Ltd
Registered Address	██████
Registered Company Number	2302168
Proposal Reference (attached)	SEA/23/PD/C1795 Issue 1
Proposed Task Start Date	17/04/2023
Proposed Task End Date	30/11/2023

2. Cost Proposal

SUMMARY

TOTAL COST OF TASK	
Firm Price Quotation (ex VAT) – <u>MED Improvement Options Only</u>	£143,947.50

[dstl]

COST BREAKDOWN

Please provide a full breakdown of all costs associated with this Task. Inserting additional rows into the Table below, as required

Please identify whether each row forms part of the Task core activity or is an optional item.

PROVISION FROM SERVICE	Hourly Rate	Quantity	Sub-Total	Core/Option
Manpower (insert rows below as appropriate)				
Each row should identify the relevant RCloud Role Description (as per the Pricing Matrix within the RCloud Portal) e.g "Head or School or Director"				
Based upon a Working Day of ▬▬				
Director	▬▬▬▬	▬▬	▬▬▬▬	Core
Business Manager	▬▬▬▬	▬	▬▬▬▬	Core
Senior Principal	▬▬▬▬	▬▬	▬▬▬▬	Core
Principal	▬▬▬▬	▬▬	▬▬▬▬	Core
Scientist	▬▬▬▬		▬▬▬▬	Core
Travel & Subsistence (Incl. UK Road Mileage, Accommodation)			▬▬▬▬	Core
Materials and Equipment (provide detailed list)			▬▬▬▬	Core
PROVISION FROM SUBCONTRACTORS	**Cost**	**Quantity**	**Sub-Total**	**Core/Option**
Range Facility (provide detail)				Choose an item.
Manpower – identify Each Grade, rates and number of hours (based on your Rate Card)				Choose an item.
Travel & Subsistence (Incl. UK Road Mileage, Accommodation)				Choose an item.
Transportation (provide detail)				Choose an item.
Range Facility (provide detail)				Choose an item.
Materials (provide detail)				Choose an item.
Other (provide detail)				Choose an item.

ADDITIONAL CHARGES					
Handling Fee for sub-contracting in accordance with agreed rate					
INFORMATION ONLY:					
General Administration / Overheads in accordance with agreed rate					
Agreed Profit in accordance with agreed rate					

Assumptions and Dependencies (if applicable)
These are provided at sections 3.4 and 3.5 in the SEA Technical Proposal ref. SEA/23/PDC1795 Issue 1.

Milestone (M/S) Payment Notes:

1) Dstl will not make any form of Payment on Contract award.

2) M/S Payment cost to be qualified as Value for Money (VFM) justifiable charge.

3) Where Equipment is purchased in support of this Task, full payment will only be made following Contractor confirmed receipt of Equipment. If a deposit has to be paid at time of Contractor placing the Order, then this deposit payment, at the Authority's discretion, may be approved if supported by documentation as proof of Contractor payment.

4) For tasks of less than 6-month duration, M/S payments are at the discretion of the Authority.

WP	No.	Description	Value £	Date	Acceptance Criteria
WP1: MED Improvement Options	1	Completion of project kick-off meeting and minutes	██████	17-Apr 23	Customer receipt and acceptance of minutes.
WP1: MED Improvement Options	2	Interim software demonstration and progress presentation	██████	31-July 23	Customer acceptance of progress made at interim demo
WP1: MED Improvement Options	3	Completion of UK demo and delivery and acceptance of MED software and updated user guide	██████	30-Nov 23	Customer notification of all deliverables accepted and project completion.

3. Additional Information

3.1	Government Furnished Assets (GFA)

Please state below whether GFA is required from the Authority. If 'Yes', please provide a complete list.

All GFA must be recorded in a formal list whilst in the possession of the Contractor.

For any purchased materials which will become GFE, please provide the known pricing within section 2. Cost Proposal.

GFA to be Issued -   Yes

If 'yes' – add details below. If 'supplier to specify' or 'no,' delete all cells below.

Assumption No.5 in the SEA Technical Proposal ref. SEA/23/PDC1795 Issue 1 states that "Dstl will use the current MED hardware delivered previously by SEA under the RCloud project".

3.2	Contractor's Personnel and Government Establishments

If performance of the Contract requires access to the Authority's site(s) please confirm insurance is in place in accordance with the R-Cloud Agreement Terms and Conditions

Confirmed

3.3	Commercially Sensitive Information

Is any Commercial Sensitive Information included within your proposal?

3.4	Security - Research Workers Process

For Tasks where a Research Workers Form has been provided, please complete and return as per the process outlined in Part A (Task Overview).

████████████████

One form is required per Research Worker.

Please return the completed Tasking Response Form by via the RCloud Portal for the relevant task.

Acceptance by the Authority of the proposal to the bidder will be through the issue of an R-Cloud notification containing a purchase order number, which must be quoted on any relevant invoices.

The RCloud (version 4) Agreement Terms and Conditions shall apply[1].

3.5	Limiting a Contractor`s Liabilities
████████	

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[1] https://rcloud-v4.dstl.gov.uk/assets/documents/RCloud_Agreement_Terms_and_Conditions_v4.pdf

Annex A - Statement Relating to Good Standing (DSPCR 2011)

1. We confirm, to the best of our knowledge and belief, that we, the organisation (as identified at section 1), herein after referred to as "the Bidder", including its directors or any other person who has powers of representation, decision or control of the Bidder has not been convicted of any of the following offences:

   a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

   b. involvement in serious organised crime or directing serious organised crime within the meaning of section28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;

   c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;

   d. the offence of bribery;

   e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;

   f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;

   g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;

   h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;

   i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

   j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);

   k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

   * including amendments to the legislation

2. The Bidder further confirms to the best of our knowledge and belief that it:

   a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

   b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

   c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding

up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;

d.   has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e.   has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f.   has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;

g.   has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;

h.   has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

* Please note that the Authority may, on the basis of any evidence, including protected data sources, not select bidders that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.	
Organisation's name	Systems Engineering & Assessment Ltd
Signed (By Director of the Organisation or equivalent)	███████
Name	███████
Position	Director
Date	6 Jan 2022

Annex B: Notification of Intellectual Property Rights (IPR) Restrictions

Completion of this Annex A is required as a condition of participating in this RCloud task. Nil returns must be provided where appropriate.

The completed Annex A will form part of any resulting Contract so that a clear picture of any IPR restrictions is recorded at the outset of the Contract.

As part of any resulting contract, the Contractor shall ensure that this Annex is kept up-to-date throughout the contract period and the Contractor shall notify the Authority of any proposed changes to the contract. Any proposed change will be managed in accordance with the terms and conditions of the RCloud agreement.
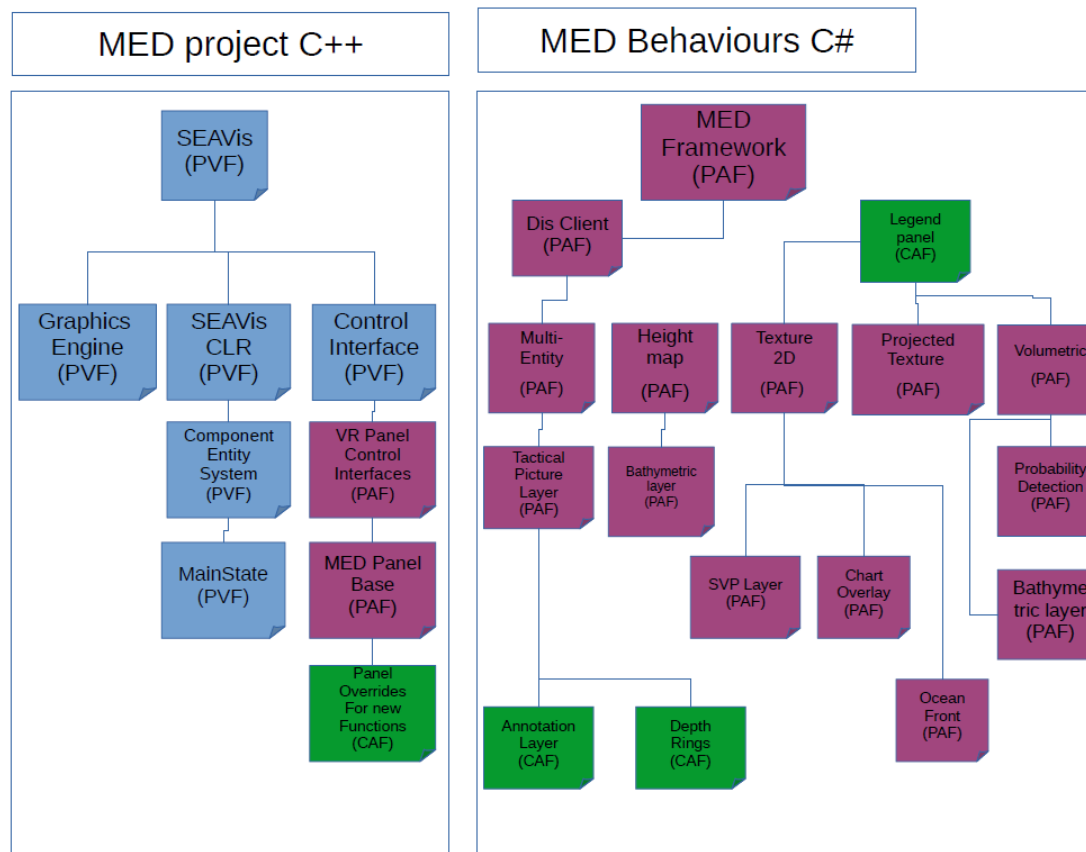
PART A – Notification of IPR Restrictions

1. ID #	2. Unique Technical Data Reference Number / Label	3. Unique Article(s) Identification Number / Label	4. Statement Describing IPR Restriction	5. Ownership of the Intellectual Property Rights
1	SEAVis Version 4.1.43.2115	SEAVis Visualisation Software	The Multi-Environment Display solution uses SEA's own 'SEAVis' visualisation software as a built dependency. Since SEA owns the Background IPR to SEAVis, we do not intend to deliver the SEAVis source code as part of this project. However, SEA will provide all new source code generated under the project and a pre-built dependency library for SEAVis, allowing Dstl to fully exploit the project outputs.	SEA
2	MED Version 2.1.0.0	Multi Environment Display	The original MED was developed by SEA under DOS4 contract ref. RM1043.6, Task R1000156869 under the following IP terms: "*SEA retains ownership to all of its Background IPR, including:* *The Supplier's Multi-Environment Display solution will use the Supplier's own 'SEAVis' visualisation software as a built*	See terms opposite.

		dependency. Since the Supplier owns the Background IPR to SEAVis, it will not deliver the SEAVis source code as part of this project. However, the Supplier will provide all new source code generated under the project and a pre-built dependency library for SEAVis, allowing Dstl to fully exploit the project outputs. *Dstl will own any Project Specific IPRs developed for this contract."*	
3			
4			
5			

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PART B – System / Product Breakdown Structure (PBS)

The diagram above represents the functional breakdown of the Multi Environment Display (MED) application.

The items in blue represent the background IPR software provided by SEA as Private Venture Funded (PVF).

The items in purple represent the functionality developed by SEA under contract to Dstl under the previous Digital Outcomes and Specialists 4 Framework Agreement (DOS4) contract ref. RM1043.6, Task R1000156869 as Previous Authority Funded (PAF).

The items in green represent the new or enhanced functionality required by Dstl under this RCloud tasking as Contract Authority Funded (CAF).

Completion Notes - Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;

c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;

d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 2	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 3	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 3 is solely to provide an applied picture to any technical data stated under Block 2 as having IPR restrictions.
Block 4	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 5	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.