

SERAPIS TASKING FORM

Tasking Form Part 1:

To:	Lot 2 BAE Systems Applied Intelligence Ltd	From:	Dstl
REQUIREMENT			
Proposal Required by:	07/02/2022 Contract Award	Task ID Number:	<u>S35</u>
Project Manager:	[REDACTED]	Technical Point of Contact:	[REDACTED]
Task Title:	Kestrel Vision SWIR - Test and demonstration of Multivariate Optical Elements (MOEs) for spectral target detection	New Task <input checked="" type="checkbox"/>	Change <input type="checkbox"/>
Required Start Date:	TBC – COVID-19 dependent noting the requirement for trials at Dstl PTN with supplier travel from the US required.	Required Date:	End 31/03/2022
Requisition No:			
TASK DESCRIPTION AND SPECIFICATION			
Serapis Framework Lot	<input type="checkbox"/> Lot 1: Collect <input checked="" type="checkbox"/> Lot 2: Space systems <input type="checkbox"/> Lot 3: Decide <input type="checkbox"/> Lot 4: Assured information infrastructure <input type="checkbox"/> Lot 5: Synthetic environment and simulation <input type="checkbox"/> Lot 6: Understand		
<p>The Authority wishes to conduct an experiment to assess the utility of Short Wave Infra Red (SWIR) Multivariate Optical Elements (MOEs) for detection of materials by their spectral reflectance characteristics. In the proposed experiment, a scene containing materials of interest would be imaged by three systems:</p> <ol style="list-style-type: none"> 1. A conventional “pushbroom” hyperspectral imager (HSI) with a scanning mechanism to allow creation of a 2-d image; 2. A conventional multispectral imager (MSI) with band-pass filters appropriate to the materials of interest; 3. An imager based on MOEs. <p>This document describes the requirement for a contractor to supply and operate the MOE imaging system as part of an experiment to be undertaken by the Authorities staff at Dstl Porton Down.</p> <p><u>See draft RCA for more details.</u></p>			
Procurement Strategy			
<input type="checkbox"/> Lot Lead to recommend <input checked="" type="checkbox"/> Single Source / Direct Award			

Pricing: <input checked="" type="checkbox"/> Firm Pricing <input type="checkbox"/> Ascertained Costs* <input type="checkbox"/> Other* Firm Pricing shall be in accordance with DEFCON 127 or DEFCON 643 and DEFCON 648 Ascertained Costs shall be in accordance with DEFCON 653 or DEFCON 802. *only at Authority's discretion			
Task IP Conditions (Please follow NIPPY Guidance and if unsure please discuss with IP or Commercial who will advise) DEFCON 703 <input type="checkbox"/> or DEFCON 705 <input checked="" type="checkbox"/> DEFCON 91 (Software) <input type="checkbox"/>			
DELIVERABLES – See attached RCA form			
Deliverable: Acceptance / Rejection Criteria (30 business days unless agreed otherwise) DEFCON 524 Rejection <input checked="" type="checkbox"/> period [30] days DEFCON 525 Acceptance <input checked="" type="checkbox"/> period [30] days			
ISSUE OF EQUIPMENT/MATERIAL/INFORMATION – See attached RCA form			
QUALITY STANDARDS - See attached RCA form			
SECURITY CLASSIFICATION OF THE WORK (A Security Aspects Letter (SAL) will be required for each Task above Official-Sensitive, Quotes are covered by the Framework SAL)			
TASK CYBER RISK ASSESSMENT. (In accordance with DEF STAN 05-138 and the Risk Assessment Workflow)			
Cyber Risk Level	[REDACTED]	Risk Assessment Reference	[REDACTED]

Please ensure all completed forms are copied to DSTLSERAPIS@dstl.gov.uk when sending to the Lot Lead.

Any Task placed as a result of your quotation will be subject to the Terms and Conditions of Framework Agreement Number:

LOT 2 DSTL/AGR/SERAPIS/SPA/01

Tasking Form Part 2: *(To be completed by the Contractor)*

To: The Authority [REDACTED]	From: BAE Systems Applied Intelligence [REDACTED]
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Proposal Reference 20220118-KESTRAL_VISION_SWIR-SOR (attached)

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

Supplier	Proposal Reference	Version	Date
[REDACTED]	20220118-KESTRAL_VISION_SWIR-SOR	V1.1	7 Feb 2022

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 (TBC).

This task has been directed to [REDACTED].

2. Deliverables

The Contractor shall deliver the deliverable as set out in Section 6 of the Technical Proposal.

3. Resources

[REDACTED]

4. Implementation Plan

REQ **XXX** will start on (T0) and complete on T0+ 4 weeks.

5. Dependencies

Dependencies are listed out in Section 8 of the Technical Proposal.

6. Acceptance

The process and criteria for Acceptance for each deliverable is as detailed in Section 6 under the specific Deliverables in the Technical Proposal.

7. Risks

The risks are detailed in Section 11 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 Serapis Framework Agreement Lot 2, #DSTL/AGR/SERAPIS/SPA/01 dated 9th July 2019 (the "Contract"). It is based on the special terms set out in this Proposal, which, notwithstanding clause 3.3 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 DEFCON 705 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.

Risk

The Parties recognise that [REDACTED] and Dstl have been jointly developing the proposal with no involvement of the Contractor and that therefore a low level of assurance activities have been or will be undertaken by the Contractor as part of this proposal. In placing an order against this proposal Dstl shall have been deemed to have confirmed that it has fully satisfied itself as to the content of the proposal and its risks, assumptions, exclusions and dependencies. As such, the Contractor holds no Design Responsibility and accepts no liability in relation to any matters arising including but not limited to risks associated with performance, delivery and quality.

Assurance Activities

Low assurance activities conducted by the Contractor may consist of:

Participation at the project kick off meeting

Participation at any final project reviews

Basic checks that deliverables are being made on schedule and milestones are being met

Periodic phone calls to check in on progress and raise any issues

Support to change management

Risk and issue management if any risks or issues arise

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

[REDACTED]

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.

Commercial Non-Compliances

Please see commercial non-compliances from [REDACTED] for task S35, which are in line with those non-compliances for Task S3. Please could DSTL review the non-compliances and if in agreement, notify BAE Systems Applied Intelligence of the right to waive these non-compliances. Should any be rejected, please also clarify and further discussions will be held with [REDACTED].

PRICE BREAKDOWN

The firm price to the Authority will be invoiced in accordance with the Contract at the times specified in the Milestones Deliverables and Payments schedules below.

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 28/02/2022.

Total Proposal Price in £	24,903	(ex VAT)
Start Date:	T0	End Date: 31/03/2022
Contractor's Representative	Name	[REDACTED]
	Tel	[REDACTED]
	Email	[REDACTED]
	Date	10/03/2022
Position in Company	Head of Delivery – Defence	
Signature		

[REDACTED]

[REDACTED]

Core Work – Milestone breakdown costs

Proposed Milestones Payments

[REDACTED]

[REDACTED]

Tasking Form Part 3:

1. Offer of Contract: <i>(to be completed by the Authority's Commercial Officer or Contract Manager and copied to the Authority's Project Manager)</i>		
Authority's Commercial Officer	Name	[REDACTED]
	Tel	[REDACTED]
	Email	[REDACTED]
	Date	29/03/2022
Requisition Number		RQ0000001564
Contractor's Proposal Number		20220118-KESTRAL_VISION_SWIR-SOR V1-18 Jan 2022
Purchase Order Number		DSTL0000002187
Signature		[REDACTED]
<i>Please Note: Task authorisation to be issued by the Authority's Commercial Officer or Contract Manager. Any work carried out prior to authorisation is at the Contractor's own risk.</i>		