



**Technology Services 2 Agreement RM3804  
Framework Schedule 4 - Annex 1**

## Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period. For confirmation, the Supplier shall deliver services in accordance with the following order of precedence:

- Order Form – Section B – Overview of the Requirement;
- Order Form – Section C – Customer Core Services Requirement;
- Order Form – Section D – Supplier Response – Price Table A and supporting notes;
- Order Form – Section D – Supplier Response – Price Tables B and C and supporting notes.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

### Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

<b>Customer details</b>
<b>Customer organisation name</b> Royal Air Force (RAF) Air Command
<b>Billing address</b> Via CP&F/Exostar Ministry of Defence, REDACTED INFORMATION
<b>Customer representative names</b> REDACTED INFORMATION
<b>Customer representative contact details</b>



REDACTED INFORMATION

### Supplier details

#### Supplier name

PA Consulting Services Ltd

#### Supplier address

PA Consulting Services Ltd  
REDACTED INFORMATION

#### Supplier representative name

REDACTED INFORMATION

#### Supplier representative contact details

REDACTED INFORMATION

#### Order reference number

CCIS19A08

## Section B Overview of the requirement

### Framework Lot under which this Order is being placed

*Tick one box below as applicable (unless a cross-Lot Further Competition)*

- |  |                                     |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/>            |
| 2. TRANSITION & TRANSFORMATION           | <input type="checkbox"/>            |
| 3. OPERATIONAL SERVICES                  |                                     |
| a: End User Services                     | <input type="checkbox"/>            |
| b: Operational Management                | <input type="checkbox"/>            |
| c: Technical Management                  | <input type="checkbox"/>            |
| d: Application and Data Management       | <input type="checkbox"/>            |
| 4. PROGRAMMES & LARGE PROJECTS           |                                     |
| a. OFFICIAL                              | <input checked="" type="checkbox"/> |
| a. SECRET (& above)                      | <input type="checkbox"/>            |

### Customer project reference

*Please provide the customer project reference number.*

CCIS19A08

### Call Off Commencement Date

The Contract will Commence upon the date this Contract is signed by both parties.



### **Call Off Contract Period (Term)**

The Contract will be for a maximum term of five (5) years. The Contract will Commence upon the date this Contract is signed by both parties. There will be no contract extension options.

The Customer require the deliverables to be completed within four (4) years of the contract commencement date, Year Five of the contract will be in place for completion of residual activities that have not been completed due to extenuating circumstances.

In the event of all contract deliverables having been completed and all charges paid at the end of Year Four, the Customer will reserve the right to end the contract under clause 30.7.1 of the RM3804 Call-Off Terms and Conditions.

For the avoidance of doubt, the Customer will manage this contract in line with the key principles as described in paragraphs 12.1, **Error! Reference source not found.**, 5.2, 7.3, 7.4, 12.6 of Section C.

### **Call Off Initial Period**

Five (5) Years

### **Call Off Extension Period (Optional)**

Not Applicable

### **Minimum Notice Period for exercise of Termination Without Cause**

Twenty (20) Working Days

### **Additional specific standards or compliance requirements**

As detailed in this Contract.

### **Customer's ICT and Security Policy**

Schedule H of the Attachment 5b RM3804 Alternative and Additional Terms & Conditions will apply.

### **Security Management Plan**

Not Applicable

## **Section C**

### **Customer Core Services Requirements**

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

#### **Services - The Requirements**

#### **PURPOSE**

1.1 This Contract is for the provision of specialist support to the Royal Air Force (RAF)



- Strategic Support Programme (SSP)<sup>1</sup>, the flagship programme of RAF Transformation.
- 1.2 The Contract will provide specialist External Assistance (EA) expertise in process and business modernisation services (known as **SSP Lot 2** in this Contract) that:
    - 1.2.1 Equips the SSP team with the skills, expertise, knowledge, tools and processes that enable the design and delivery of transformation activities, in line with the objectives, ambition and SSP defined transformation approach;
    - 1.2.2 Provide insights into operating models, technologies, approaches and processes used in other sectors or organisations, for beneficial exploitation within SSP transformation projects;
    - 1.2.3 Trains and upskills the Customer and MOD resources involved in the transformation activities, in the development and application of the tools, techniques, processes, artefacts, ways-of-working, team structures and required behaviours; to develop and sustain integrated project teams capable of designing, delivering and sustaining SSP transformation.
  - 1.3 SSP will realise workforce efficiencies and cost savings benefits through changing how the RAF workforce is structured, and business modernisation of supporting functions through the simplification of processes and policies, and then exploiting digitisation and automation solutions.
  - 1.4 In support of realising these benefits and delivery of the SSP defined transformation approach, the programme is authorised to acquire specialist EA expertise through 3 separate Lots of commercial procurement; this allows SSP to take advantage of proven transformation and digitisation tools, techniques and experience, and to upskill the Air Command SSP Team and Business as Usual (BaU) personnel. These 3 lots are:
    - 1.4.1 **SSP Lot 1** – Programme Management and Decision Support.
    - 1.4.2 **SSP Lot 2** – Process and Business Modernisation design and delivery.
    - 1.4.3 **SSP Lot 3** – Process and Business Modernisation Digital Capability.
  - 1.5 **For confirmation, this Contract is concerned with the procurement of services for SSP Lot 2 only.**
  - 1.6 The Customer requires the deliverables to be completed within four (4) years of the Contract Commencement Date. Year five of the Contract will be in place for completion of residual activities that have not been completed due to extenuating circumstances.
  - 1.7 In the event of all contract deliverables having been completed and all charges paid at the end of Year Four, the Customer will reserve the right to end the contract under clause 30.7.1 of the RM3804 Call-Off Terms and Conditions.

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<sup>1</sup> SSP was originally established as the Support Services Programme; as the scope of this programme is now broadened it was re-named as the RAF Strategic Support Programme (also abbreviated to SSP) in Aug 19.



## 2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

### Requirement Overview

- 2.1 The **SSP Lot 2** contract (the subject of this Contract) will be focussed on enabling SSP to establish a transformation capability and supporting the five internal project delivery teams (made up of MOD personnel) over a 4-year period. These project teams will be modernising the Customer's support and enabling services delivered at RAF stations in the UK. The Supplier's personnel will be allocated to project teams as required, to provide the expertise and capacity identified by the programme management team, which will allow these teams to design and then implement transformation within the scope of their projects. Project scope and viability will be reviewed and adjusted as each project matures, and the pace and extent of project implementation will be set by the programme management and RAF Leadership Team based on expected benefits realisation, value for money and return on investment. The Supplier's resources will need to be agile enough to react to programme adjustments. Concurrent to implementation at project level, the Supplier will be expected to upskill MOD internal team members through knowledge transfer, to develop an internal Air Command transformation capability that will endure beyond the end of the contract.

### SSP Strategic Objectives

- 2.2 Over a 4-year period, the SSP programme aims to enable: the release of up to 2,900 military post equivalents from its current ways of working; enhanced assurance of supporting and enabling services; enhanced workforce satisfaction, to allow the Customer re-investment in a larger and more capable front-line. SSP will deliver transformation solutions across the workforce currently employed at the Customer's RAF Stations, and other in scope sites. The vision for the SSP programme is "To provide a modern support capability enabling the next generation Air Force".

### Programme Concept

- 2.3 The Customer has established the SSP Programme to realise significant benefit through:
- 2.3.1 **Operating Model Change.** Implement alternative functional operating models including regionalisation, centralisation and outsourcing to use resource more efficiently.
  - 2.3.2 **Simplification.** Simplify and standardise processes and policies to reduce non-value adding activity, increase timeliness, and improve the integrity of management data.
  - 2.3.3 **Digitisation and Automation.** Embrace technology to improve service delivery and efficiency of activity, reducing the requirement for the MOD workforce to undertake low value and repetitive transactional activities (such as data entry).
  - 2.3.4 **Strategy Deployment.** Improve the linkage between the RAF Strategy and Station-level activities, as well as enhancing resource planning and performance management to improve performance and facilitate cost aware decision making.
  - 2.3.5 **People Measures.** Improve the way the RAF engages with and uses its workforce at Stations through the provision of modern working systems to



reduce dissatisfaction and aid retention, and to create a more engaging working environment.

- 2.3.6 **Continuous Improvement.** Enhance, develop and utilise existing CI capability to enable the evolution towards an ever-more efficient and effective operation across all areas of the organisation.

### Programme Approach

REDACTED INFORMATION

### Programme Transformation Delivery Approach

- 2.4 The transformation delivery approach for SSP is described at **Annex A – RAF SSP Transformation Delivery Approach.**

### Programme Construct

REDACTED INFORMATION

### Block A Projects

REDACTED INFORMATION

## 3. DEFINITIONS

Expression or Acronym	Definition
AOC	Air Officer Commanding (the RAF 2* commander of a RAF Group)
APM	Association for Project Management
BaU	Business as Usual (used to describe the normal day-to day operations and personnel on a base/station)
BC	Business Case
C4I	Command, Control, Communications, Computers and Intelligence
CAAS	Cost Assurance and Analysis Service
CGBC	Combined Gate Business Case
CI	Continuous Improvement
CoA	Concept of Analysis
CoE	Centre of Excellence
COTS	Commercial off the Shelf
CP&F	Contracting, Purchasing and Finance
CS	Civil Servant



CSA	Current State Assessment
DIDA	Defence ICT Design Authority
DIMP	Defence Information Management Passport
DDGGOA	Direct, Develop, Deliver, Generate, Operate, Assure (functional operating model for Defence outputs)
DO	Designated Officer (The MOD representative responsible for the Requirement of the Lot 2 contract)
EA	External Assistance
EVSA	Enterprise Value Stream Analysis
FACES	The qualitative assessment criteria of: Feasibility, Acceptability, Completeness, Exclusivity & Sustainability
FE@R & S	Force Elements at Readiness and Sustainment (FE is defined as 'a unit of capability comprising personnel and/or equipment')
FHQ	Force Headquarters (1* level HQs in the RAF that command RAF FE@R&S)
FLC	Front Line Command (Navy, Army, RAF, Joint Forces Command)
FSOM	Future State Operating Model
Generate	Covering all activities carried out within FHQs and MOBs in the generation of FE@R & S, SQEP and information artefacts, to support the outputs of 'Generate' within DDGGOA model.
HRM	Human Resource Management
I&Q	Identify and Qualify
IAC	Investment Appraisal Committee
iaw	In accordance with
ISS	Information Systems & Services (a cluster within JFC TLB that delivers procurement and support functions for integrated information and communication services across the Armed Forces and MOD)
ICT	Information and Communications Technology
IT	Information Technology
JF2025	Joint Force 2025
JFC	Joint Forces Command (a 4* FLC of the MOD)
JHC	Joint Helicopter Command (a 2* Command within Army TLB; Army is a 4* FLC)
LFE	Learning from Experience
Lot 1	Programme Management and Decision Support contract in support of SSP
Lot 2	Process and Business Modernisation design and delivery contract in support of SSP



Lot 3	Process and Business Modernisation Digital Capability contract is support of SSP
MCDA	Multi Criteria Decision Analysis
MOB	Main Operating Base (the larger RAF flying stations where the full range of military delivered activity generally takes place across the functions of flying operations, engineering, logistics and administration)
MOD	Ministry of Defence
MODNet	MOD Network (the standard information infrastructure platform for Defence users operating up to Official Sensitive level)
MDP	Modernising Defence Programme
MSP	Managing Successful Programmes
MT	Mechanical Transport (the vehicles used for movement of personnel and freight by road; often synonymous with the activity/service)
OC	Officer Commanding
P3M	Portfolio, Programme and Project
PC	Personal Computer
PDD	Programme Definition Document
PDCF	Project Delivery Capability Framework
PMCF	Programme Management Control Framework
PMO	Programme Management Office
RAF	Royal Air Force
RPA	Robotic Process Automation
SC	Security Check
SDSR15	Strategic Defence and Security Review 2015
SLT	Senior Leadership Team
SME	Subject Matter Expert / Expertise
SoR	Statement of Requirement
SQEP	Suitably Qualified and Experienced Personnel
SSP	Strategic Support Programme – previously known as the Support Services Programme
T&S	Travel and Subsistence
TLB	Top Level Budget
TOM	Target Operating Model
V&V	Verification and Validation
VOIP	Voice Over Internet Protocol
VSA	Value Stream Analysis



WF	Whole Force
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Table 2 – RAF SSP acronyms, initialisms, abbreviations and definitions

#### 4. SCOPE OF REQUIREMENT

- 4.1 This Contract for specialist EA expertise for Process and Business Modernisation design and delivery (known as **SSP Lot 2** in this contract) covers a sub-set of the overall SSP transformation scope and approach described. SSP Lot 2 will provide the SSP team with the skills, expertise, knowledge, tools and processes to deliver the defined SSP modernisation approach.
- 4.2 The Supplier must demonstrate expertise and capacity to support and enable the Customer's SSP project teams to:
- 4.2.1 Design and deliver transformation activity within the BaU areas in line with the objectives, ambition and SSP defined transformation approach, through:
    - 4.2.1.1 The application of a common transformation capability/methodology, concurrently across all SSP transformation projects;
    - 4.2.1.2 The design and endorsement of both outline and detailed FSOMs;
    - 4.2.1.3 The implementation and documentation of process and policy improvements, both at Station and functional levels;
    - 4.2.1.4 Establishing, through both FSOM development and process/policy improvements, how and where digital or automation solutions could be utilised, noting that they must be practical, sustainable and support the benefits SSP is looking to realise, whilst also being coherent with Government and MOD digital policies and able to meet assurance requirements within the project timelines.
  - 4.2.2 Develop insights into operating models, technologies, approaches and processes used in other sectors or organisations that could be beneficially applied to SSP transformation projects, through:
    - 4.2.2.1 Provision of Subject Matter Expertise (SME) with knowledge specific to each of the functional transformation projects;
    - 4.2.2.2 Provision of SMEs who can provide the over-arching business modernisation and digital transformation expertise and knowledge that will cohere the digital transformation solutions across all projects.
  - 4.2.3 Enable SSP to develop and sustain integrated (MOD, RAF and EA) project teams capable of designing and delivering SSP transformation, by training and upskilling MOD resources involved in the transformation activities, in the



development and application of the tools, techniques, processes, artefacts, ways-of-working, team structures and behaviours required, through:

- 4.2.3.1 Knowledge transfer, enabled by on-the-job coaching and leading by example;
- 4.2.3.2 Formal training sessions;
- 4.2.3.3 Development of nominated MOD personnel, likely Station Continuous Improvement (CI) staff, to provide an inter-Air Command training capability for the SSP transformation approach.

4.3 The scope of SSP Lot 2 EA services specifically excludes:

- 4.3.1 Provision of programme management, programme-level decision analysis support and transformation 'discovery' activities; this will be provided by the internal MOD SSP team enabled by EA services procured separately within SSP Lot 1.
- 4.3.2 Provision of the skills, knowledge, experience, toolsets, processes and governance/assurance activities, through product manager, developer, tester, data engineer and quality assurance SMEs, in support of the development, certification, release and sustainment of digital and automation transformation solutions; this will be provided by MOD in-house capability augmented and enabled by EA services procured separately within SSP Lot 3.
- 4.3.3 Direct involvement with Air Command operational or deployment delivery activities.
- 4.3.4 IR35 Determination - The HMRC Employment Status Tool has been used to establish the Intermediaries Legislation (IR35) determination. The provision of this service is out of scope of this legislation.

## 5. THE REQUIREMENT

### Overarching Requirement

- 5.1 For delivery of the services and deliverables specified in paragraph 6.2, the Supplier and its personnel must:
  - 5.1.1 Deliver the services required by this Contract in an enabling capacity only; the Customer's personnel and governance boards will be the decision-making authorities for all transformation delivery activities.
  - 5.1.2 Have a proven track record of successful delivery of business modernisation and transformational programmes and projects over the past 5 years, commensurate with the scope of the activities, services and environment detailed in this Contract. Prior proven knowledge and experience must be used to support the design and delivery of SSP transformation.



- 5.1.3 Promote transformation that is innovative and modern, but also implementable and sustainable within the Customer's environment, and workforce and financial constraints.
- 5.1.4 Work collaboratively with other MOD team members and other EA personnel provided by the RAF and MOD. The Supplier's personnel must be capable of engaging with a wide variety of stakeholders at all levels in the organisation (including senior leaders) and hold a track record of successful leadership and delivery of programmes working with multiple industry participants.
- 5.1.5 Hold a minimum of SC clearance to enable access to MOD sites, personnel, information, and data.
- 5.1.6 For all Supplier led and supported workshops, training sessions and events, provide:
  - 5.1.6.1 The necessary workshop materials (not limited to flip-charts, post-it notes, pens etc.).
  - 5.1.6.2 A legible and credible digital record of the discussions, designs, analysis and agreed outputs.

#### **Delivery Plan, Performance Reviews and Variation**

- 5.2 In support of the Customer's requirement for SSP programme flexibility, the Supplier will be both agile and flexible in the allocation of Supplier resource, prioritisation of services and variation of scope:
  - 5.2.1 The SSP programme team require the Supplier to develop and maintain a full 4-year delivery plan against all requirements detailed in this Contract, defining:
    - 5.2.1.1 The delivery methodology and approach (including transformation CoE establishment, tools, processes and training) required to deliver the defined programme and project objectives, and timeline.
    - 5.2.1.2 The services (which includes activities, deliverables and milestones) that will be delivered, in terms of location, quantities and purpose.
    - 5.2.1.3 The Supplier resources required to deliver the specified services, including a skills, knowledge and experience breakdown.
    - 5.2.1.4 The resource effort, detailed on a month by month basis, to deliver the defined approach and services.
    - 5.2.1.5 Notable risks, assumptions, exclusions and dependencies associated with the defined approach and services.
  - 5.2.2 The delivery plan must be updated monthly and must also include forecast costs, detailed on a month by month basis.



- 5.2.3 The Supplier will provide updates, reports and management information as stipulated in Paragraph 7.

### **Delivery Plan Timetable and Effort**

- 5.3 It is expected that SSP Lot 2 activities will support the defined scope of activities over the 4-year SSP delivery period (as outlined in Annex C), with a planned incremental increase in transformation activities that achieves a maximum steady state of activities (of delivering 5 concurrent transformation implementation projects) within 8 months.
- 5.4 Nominally, a 4-month period is planned for the design and approval phase of each transformation project, with four Block A projects<sup>2</sup> being initiated over a 4 to 5-month period. The implementation phase of the transformation projects is planned to endure for nominally 18-months<sup>3</sup>, but will be subject to design and approval phase confirmation. SSP currently plans that future Block B transformation projects will be initiated as the currently defined Block A projects draw to completion. As with Block A projects, the Supplier is expected to maintain the capacity to conduct five concurrent projects.
- 5.5 Enabled by the SSP Lot 2 knowledge transfer objective, the requirement for Supplier support is planned to start reducing prior to year 3 of the programme, with residual Supplier support only then providing specialist transformation support and SME guidance.

### **Customer Dependencies**

- 5.6 The Customer will provide to the Supplier:
- 5.6.1 For SC cleared Supplier personnel: Access to RAF Stations, buildings and data that are required to support SSP transformation design, analysis and delivery activities.
- 5.6.2 For Official Sensitive data: Access to this data via a MODNet account and computer.
- 5.6.3 SSP programme team, project team and BaU resource levels as agreed during project planning, in support of transformation training, design, analysis and delivery activities.
- 5.6.4 Nominated MOD training personnel for 'train-the-transformation-trainers' activities.
- 5.6.5 All SSP concept phase CSA data in support of the Block A transformation projects.
- 5.6.6 Continued access to maturing E-VSA and TOM data.

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<sup>2</sup> The 5<sup>th</sup> Block A project (HRM) Design and Approval phase has already commenced as a risk-reduction 'pilot' exercise; it will have completed before commencement of SSP Lot 2. SSP Lot 2 will be required to include continuation of this project into Implementation phase.

<sup>3</sup> For example, one of the projects (Aerodrome Operations and Airside Services) may require up to 24 months for implementation (based on initial planning indications).



- 5.6.7 Meeting rooms, office spaces and working areas suitable for workshops, presentations, training sessions, desktop working and establishment of the Transformation Centre of Excellence (CoE).
- 5.6.8 The SSP core programme team will manage and provide updates to the overall programme and project delivery schedule.

## 6. KEY MILESTONES AND DELIVERABLES

- 6.1 As detailed in paragraph 6.2, and illustratively shown in **Annex C**, the Supplier services and supporting deliverables will enable the achievement of the following SSP Lot 2 Contract Capability Milestones:
  - 6.1.1 **Cap A - Initial Supplier Capability Established (at 3 months after contract start):** The initial Supplier capability has been on-boarded; the transformation delivery Centre of Excellence (CoE) has been established and modernisation approach/processes agreed with the SSP core programme team; The Supplier has demonstrated 2 months of support to the HRM project Implementation Phase and are now capable of supporting 4 projects at the Design Phase; The Supplier is able to provide 'high confidence' plans for the resourcing of 5 concurrent projects and knowledge transfer activities (enabled by agreement of the: delivery plan; quality plan; training plan; communications and engagement strategy and plan; resourcing plan).
  - 6.1.2 **Cap B – Full Supplier Capability Established (at 8 months after contract start):** The Supplier is now fully capable of resourcing and supporting 5 concurrent projects (regardless of project phase); Knowledge Transfer proven for Design Phase capabilities; Training plan and supporting materials are available to deliver full MOD training and upskilling, in the agreed modernisation approach and techniques; Discovery team support at full capability.
  - 6.1.3 **Cap C – Initial MOD Capability Established (at 20 months after contract start):** Sufficient MOD personnel trained and experienced (with supporting processes/tool sets etc.) to deliver 3 concurrent modernisation projects (both for Design and Implementation Phases) without significant levels of Supplier support.
  - 6.1.4 **Cap D – Full MOD Capability Established (at 32 months after contract award):** Sufficient MOD personnel trained and experienced (with supporting processes/tool sets etc.) to deliver 5 concurrent modernisation projects (both for Design and Implementation Phases) with minimal levels of Supplier support (except for specialist areas of subject matter knowledge); MOD trainers and training materials established and proven for ongoing training of a sustainable internal modernisation capability.



- 6.2 The following Contract supporting deliverables will apply (more detail is provided in **Annex B**); with Supplier deliverables subject to approval (by means of a FACES<sup>4</sup> assessment) by the SSP Programme Manager:

REDACTED INFORMATION

## 7. MANAGEMENT INFORMATION/REPORTING

- 7.1 **Weekly Progress Updates.** The Supplier must support SSP **weekly** governance and progress review meetings, either in person at RAF High Wycombe, by video conference or telephone conference (as agreed with the SSP programme manager) and must provide verbal updates of progress against their activities, deliverables and outputs.
- 7.2 **Monthly Performance Review.** The Supplier must provide a **monthly** update of the delivery plan and a Monthly Progress Report (in the SSP defined format) to the SSP core programme team and will be subject to monthly performance and governance reviews, to assess and agree the:
- 7.2.1 Effectiveness and costs of the services and activities delivered in month and to-date; including review (and trend analysis) of extant and emergent risks, issues and dependencies.
- 7.2.1.1 The cost of delivered services to be included in **monthly invoices**. This must include time / effort data on personnel resources allocated to tasks, travel and subsistence and any sub-contractor / agents costs, to be reviewed and agreed (by the Customer).
- 7.2.2 Supplier's progression towards (and/or achievement of) the milestones and deliverables detailed in paragraph 6.
- 7.2.3 Supplier's achievement of the Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) detailed in paragraph 14.
- 7.2.4 Overall progression towards the successful delivery of project and programme level objectives, based upon performance to-date and the future delivery plan.
- 7.2.5 Requirement, availability and affordability of the proposed future work plan of activities and services; this includes reviewing proposed changes in scope, timeline and priorities.
- 7.3 **Monthly**, the SSP management board will review full programme and project performance and costs, as informed by the SSP Lot 2 monthly performance reviews. If necessary, it will vary programme priorities, activities and the allocation of resources (including Supplier

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<sup>4</sup> Supplier deliverables and performance will be qualitatively assessed against the criteria of Feasibility, Acceptability, Completeness, Exclusivity and Sustainability (FACES) to ensure the Supplier engages with Customer stakeholders in development activities and that deliverables and performance align with transformational objectives, context and environment.



resources); it may also suspend or terminate transformation activities or projects, in total, or in part.

7.4 Where these variations materially affect the agreed SSP Lot 2 Supplier delivery plan (as updated monthly), the Supplier has **20 working days** to redefine and implement a new baseline plan that meets the SSP team requirements.

7.5 **Annual Contract Review.** The Supplier must provide an **Annual Contract Review report** (on each anniversary of the contract start date), detailing progress with contract deliverables and any issues with delivery from the Supplier's perspective; it will also confirm the validity and agreement with the core programme team for the essential SSP Lot 2 plans, including: baseline delivery plan; quality plan; training plan; communications and engagement strategy and plan; resourcing plan. This report must be provided at least 10 working days before the Annual Contract Review meeting (see paragraph 17).

## 8. VOLUMES

8.1 The scale of the requirement is indicated in paragraphs 5 and 6. These descriptions indicate the scope of activity required, and frequency / concurrency of tasks, across Block A and Block B projects.

8.2 There is no previous contract data or knowledge to provide any historical indication of expected or required volumes or Supplier capacity.

## 9. CONTINUOUS IMPROVEMENT

9.1 The Supplier will demonstrate a learning approach to programme and project activities, and continually improve the way in which the required Services are to be delivered throughout the Contract duration. The Supplier will contribute to Learning from Experience (LFE) reviews within the programme. LFE review recommendations that may impact on the Supplier's processes, must be implemented where practicable once endorsed by the DO.

9.2 The Supplier must present any new ways of working to the Customer during the monthly Contract review meetings.

9.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

9.4 Under this Contract, Additional **Clause B2 Continuous Improvement and Benchmarking** within Attachment 5b RM3804 Alternative and Additional Clauses will apply.

## 10. SUSTAINABILITY

10.1 When on the Site the Supplier must comply with all Customer and MOD Safety, Health and Environmental Protection regulations and policy.

## 11. QUALITY

11.1 The Supplier must comply with the Standard Quality Assurance Requirements stated in AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production:  
(<https://nso.nato.int/nso/nsdd/APdetails.html?APNo=2286&LA=EN>).

11.2 The Supplier must develop and agree with the core programme team a SSP Lot 2 contract quality plan, within 3 months of contract start, as part of AQAP 2110 Edition D Version 1



compliance, in support of the Milestone Cap A and maintained as current throughout the contract duration.

- 11.3 Under this Contract, Additional **Clause B3 Supplier Equipment** within Attachment 5b RM3804 Alternative and Additional Clauses will apply.

## 12. PRICE

- 12.1 The Customer's overall budget (Maximum Contract Value) is £26,430,000.00 excluding VAT. The Customer reserves the right to have no minimum spend per contract year and for the overall contract term. Further, the Customer reserves the right not to spend all of the budget allocated to the Contract.

- 12.2 The Supplier's discounted SFIA Rates must not exceed the Supplier's RM3804 Maximum Percentage Margin Rates or Day Rates. The Supplier's discounted SFIA Rates will remain Firm for the duration of the Contract, subject to the RM3804 Call-Off and Framework Terms and Conditions provisions.

- 12.3 The Supplier will submit monthly indicative cost forecast figures for Customer approval throughout the Contract, as detailed in paragraph 5.2.1. This indicative cost must be calculated and show the price breakdown from the description of activities and deliverables for the full 4-years of this Contract, contained within the Suppliers delivery plan (updated and agreed monthly with the Customer), as defined in paragraphs 5.2.1 and 7.2. The indicative costs will be used by the Customer to inform overall programme affordability assessments.

- 12.4 The Supplier's indicative costs must be based on time / effort, and costs (including Travel & Subsistence) expended against the Supplier's Firm priced Discounted Day Rates.

- 12.5 Travel & Subsistence costs submitted by the Supplier must be in compliance with the principles detailed in **the Annex E MOD Civil Service Business Travel Guide v2.0** (with the Programme Manager providing the pre-approvals function) and will apply MOD CS Travel and Subsistence rates as detailed in this annex. Hotel Capitation Rates (Cap Rates) will be applied as detailed in **Annex F**.

- 12.6 For the avoidance of doubt, the payment structure for this contract is Capped Time and Materials, up to the Maximum Contract Value.

- 12.7 Under this Contract, Additional **Clause B6 Indexation** within Attachment 5b RM3804 Alternative and Additional Clauses will apply.

## 13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier must provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

- 13.2 The Supplier's staff assigned to the Contract must have the relevant qualifications and experience to deliver the Contract to the required standard. The Supplier must utilise resources with demonstrable skills, qualifications and experience to deliver SSP Lot 2 services to SSP, as outlined in Tables 4 and 5.

Table 4 – SSP Lot 2 EA Process/Business Transformation Resource Skills and Experience

REDACTED INFORMATION

Table 5 – SSP Lot 2 EA Digital Resource Skills and Experience



REDACTED INFORMATION

13.3 The Supplier must ensure that its staff understand the SSP Programme vision and objectives and provide excellent customer service to the Customer throughout the duration of the Contract in line with the KPIs described in paragraph 14.

13.4 The Supplier must ensure that its staff undertake their activities in accordance with the Civil Service Code<sup>5</sup>.

**14. SERVICE LEVELS AND PERFORMANCE**

14.1 On a monthly basis, the Customer will measure (using the FACES<sup>4</sup> assessment) the quality of the Supplier's delivery by:

KPI	Area	KPI description	Target
1	Enabling Services	Sustained, timely and effective provision of Supplier enabling services (as prescribed by this Contract)	Supplier approach, processes, tools and resources (SQEP capacity) enable SSP project teams to satisfactorily complete the activities required for the Design and Implementation Phases in line with agreed SSP Lot 2 delivery plan and to the satisfaction of the associated Project Managers and SSP Programme Manager
2	Enabling Services	Sustained provision of enabling services (as prescribed by this Contract) that can enable SSP benefit release objectives	Supplier approach, processes, tools and resources enable SSP project teams to design and implement modernisation solutions that can realistically achieve the agreed realisation objectives of each project and the entire SSP programme
3	Enabling Services	Sustained provision of effective and beneficial insights from other sectors and organisations	SSP modernisation solutions developed with clear and demonstrable references to best practice examples
4	Enabling Services	Sustained provision of effective and beneficial insights from extant digitisation and automation practices and solutions	SSP modernisation solutions developed with clear and demonstrable references to best practice examples
5	Knowledge Transfer	Credible and sustainable knowledge transfer to MOD resources	Supplier training delivered in line with the agreed training plan and knowledge transfer

<sup>5</sup> <https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code>



			activities regularly assessed as effective and capable of building of a self-sustaining MOD internal modernisation capability
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Table 6 – RAF SSP Lot 2 KPIs

- 14.2 The Customer requires regular updates on progress. Specifics will be agreed with the contract manager.
- 14.3 The Customer will maintain a record of the Supplier's adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here. Performance Management will be in accordance with Terms and Conditions as set out in the Attachment 5 – Terms and Conditions.
- 14.4 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the Contract in accordance with the procedures set out in Attachment 5 – Terms and Conditions.
- 14.5 For the purposes of Exit Management, this will include the transfer of knowledge to the Customer, as recorded in the Knowledge Transfer report deliverable.
- 14.6 The Supplier must note that all material for this Contract must not be shared with any third parties without first obtaining written permission from the Customer.
- 15. SECURITY AND CONFIDENTIALITY REQUIREMENTS**
- 15.1 The Supplier must ensure that all their personnel (including any sub-contractors or agents) have Security Check (SC) clearance. Where the Supplier's personnel do not have SC clearance, those individuals will not be allowed access to MOD facilities.
- 15.2 All information related to or generated by this Contract must be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL – SENSITIVE in nature.
- 15.3 All personal data processed under this Contract must be treated in accordance with the Data Protection Legislation.



- 15.4 The Supplier, its personnel, sub-contractors and agents must comply with all appropriate and applicable MOD, Customer and ISS security regulations, procedures and orders, and site specific and local security orders and procedures (at whichever MOD site they are working, either permanently or for a short duration).
- 15.5 With reference to Schedule H MOD Additional Clauses within Attachment 5b Schedule 4 – Annex 3 Alternative and Additional Clauses of the RM3804 Framework Terms and Conditions, the following DEFFORMs and DEFCONs are applicable to this Contract:
- 15.5.1 DEFCON 522 - Payment and Recovery of Sums Due;
  - 15.5.2 DEFCON 76 - Supplier's Personnel At Government Establishments;
  - 15.5.3 DEFCON 531- Disclosure Of Information;
  - 15.5.4 DEFCON 532B - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Customer);
  - 15.5.5 DEFFORM 111 - Addresses and Other Information.
- 15.6 DEFCON 703 Intellectual Property Rights, Edition 08/13 will apply to this Contract and, for the avoidance of doubt, will take precedence over the RM3804 Call Off Terms & Conditions. Please see **Annex D – DEFCON 703 08-13** for further details.

## **16. PAYMENT AND INVOICING**

- 16.1 Payment shall be made monthly in arrears against evidence of actual time/effort and costs expended as approved at the Monthly Performance Review – see Section C, paragraph 7 of this Contract Order Form - up to the Maximum Contract Value.
- 16.2 Any T&S expenditure must be approved in advance by designated 'authorising officers' within the Customer's MOD SSP Team.
- 16.3 Before payment will be considered, each invoice must include a detailed full breakdown of work completed and the associated costs.
- 16.4 Payments will be made electronically via the MOD's Contracting, Purchasing and Finance (CP&F) system. If the Supplier is not already on this system, they must be on-boarded onto it, so that payments can be made.
- 16.5 Payment will be made within 30 calendar days upon the receipt of a correctly submitted, approved and valid invoice.

## **17. CONTRACT MANAGEMENT**

- 17.1 Contract management activities will be undertaken by the Customer in partnership with the appointed Supplier.
- 17.2 For the purposes of contract monitoring, representatives of the Supplier must routinely report to the Designated Officer (or their nominated representative) on the performance of the Contract. This will normally be on a monthly basis (see paragraph 7).
- 17.3 The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Supplier. The Supplier must manage any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the



Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.

- 17.4 If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable by the SSP core programme team, for whatever reason, the Supplier must engage with the relevant sub-contractors or other agents to broker a resolution.
- 17.5 The Supplier must provide representatives of an appropriate seniority for attendance at formal Annual Contract Review meetings, which will be chaired by the Programme Manager (or their nominated deputy). The Supplier must prepare a DRAFT agenda for this meeting, which must be submitted to the Designated Officer 10 working days before the meeting.
- 17.6 Attendance at Contract Review meetings will be at the Supplier's own expense.

## **18. LOCATION**

- 18.1 This Contract must be delivered flexibly and efficiently, enabling the SSP project teams to deliver transformation activity across the following UK locations:

### **Primary Locations for SSP Lot 2 Delivery**

- 18.2 Primary locations for SSP Lot 2 delivery are:  
REDACTED INFORMATION

### **Secondary Locations for SSP Lot 2 Delivery**

REDACTED INFORMATION

### **Other Locations**

- 18.3 **For Non-Primary and Non-Secondary SSP Air Command RAF Stations.** Transformation implementation will be led and undertaken by the Customer's MOD project team personnel, enabled through training and on-the-job coaching at primary and secondary Stations. It is planned that Supplier specialist support will only be utilised at these locations, where transformation analysis or implementation requires specialist Supplier skills, knowledge or expertise that is beyond the trained transformation capabilities of MOD personnel or their available capacity.

## **19. ANNEXES**

- Annex A. RAF SSP Transformation Delivery Approach.
- Annex B. RAF SSP Lot 2 Detailed Delivery Requirements.
- Annex C. Illustrative RAF SSP Transformation Project Schedule.
- Annex D. DEFCON 703 08-13
- Annex E. MOD CS Business Travel Guide
- Annex F. MOD Hotel Caps Rates.



**Location/Site(s) for provision of the Services**

As per Paragraph 19 of the Service Requirements:

**Additional Clauses**

As confirmed in this Contract Order Form and as per the Annex 3 of Framework Schedule 4 - RM3804 Alternative and Additional Terms and Conditions as confirmed below:

Those Additional Clauses selected below will be incorporated into this Call Off Contract

**Applicable Call Off Contract Terms**

**Optional Clauses**

**Additional Clauses and Schedules**

**A: SERVICES – Mandatory**

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

A3: Staff Transfer

A4: Exit Management

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

**A: PROJECTS - Optional**

A1: Testing

A2: Key Personnel

F: Collaboration Agreement  
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

**B: SERVICES - Optional**

Only applies to Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

H: MOD Additional Clauses

**Alternative Clauses**

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below



B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input checked="" type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

### Collaboration Agreement

Not Applicable

### Licensed Software

#### Supplier Software

*Not Applicable*

#### Third Party Software

*Not Applicable*

### Customer Property

Annex D – DEFCON 703 Intellectual Property Rights, Edition 08/13 will apply to this contract and, for the avoidance of doubt, will take precedence over the RM3804 Call Off Terms & Conditions. Please see Annex D – DEFCON 703 for further details.

### Call Off Contract Charges and Payment Profile *(see Call Off Schedule 2)*

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

The total maximum contract value is £26,430,000.00 (excluding VAT). The Customer will retain the right not to spend all of the contract value and does not commit to any minimum spend per contract year or the overall contract term.

Payment is to be made monthly in arrears against evidence of actual time/effort and costs expended, up to the Maximum Contract Value, as approved at the Monthly Performance Review – see Section C, paragraph 8 of the Requirements.

Any T&S expenditure is to be approved in advance by designated ‘authorising officers’ within the MOD SSP Team.

Before payment can be considered, each invoice must include a detailed full breakdown of work completed and the associated costs.

Payments will be made electronically via the Customer’s Contracting, Purchasing and Finance (CP&F) system. If the Supplier is not already on this system, they will be required to be on-boarded onto it, so that payments can be made.



Payment will be made within thirty (30) calendar days upon the receipt of a correctly submitted, approved and valid invoice.	
<b>Undisputed Sums Limit (£)</b> <i>Insert right (see Call Off Clause 31.1.1)</i>	The Undisputed Sums Limit will be the Maximum Contract Value specified in this Contract Order Form.
<b>Delay Period Limit (calendar days)</b>	Not Applicable
<b>Estimated Year 1 Call Off Contract Charges (£)</b>	REDACTED INFORMATION  <i>* Indicative-Only 12-month Costs for Supplier's Baseline Delivery Plan delivering against the Customer's Key Milestone Deliverables in the Supplier's Price Table B</i>
<b>Enhanced Insurance Cover</b>	
Third Party Public Liability Insurance (£)	As per RM3804 Framework Schedule 14
Professional Indemnity Insurance (£)	As per RM3804 Framework Schedule 14
<b>Transparency Reports</b> (see Call Off Schedule 6) Not Applicable	
<b>Quality Plans</b> (see Call Off Clause 7.2)	
The Supplier must develop and agree a Quality Plan with the Customer within three (3) months of contract commencement.	
<b>Implementation Plan</b> (see Call Off Clause 5.1.1) <i>Not Applicable</i>	
<b>BCDR</b> <i>Not Applicable</i>	
<b>GDPR</b> (see Call Off Clause 23.6) <i>As per the RM3804 Call-Off Terms and Conditions.</i>	



*Call Off Schedule 7 is Not Applicable.*

**Supplier Equipment**

Call Off Clause B3 of the RM3804 Alternative and additional Terms and Conditions v4 will apply.

**Key Personnel & Customer Responsibilities** *(see Call Off Clause A2)*

**Key Personnel**

**Customer Responsibilities**

The Supplier's personnel are confirmed in *Annex G The Supplier's Technical Response* of this Contract.

As per Section C of this Contract and as per the RM3804 Terms & Conditions.

**Relevant Conviction(s)**

Not Applicable

**Appointment as Agent** *(see Call Off Clause 19.5.4)*

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

*Not Applicable*

*Not Applicable*

**SERVICE LEVELS AND SERVICE CREDITS** *(see Part A of Call Off Schedule 3)*

**Service Levels**

Service Credits are Not Applicable.

The required Service Levels for this Contract are those stated in Section C, paragraph 15.

**Critical Service Level Failure** *(see Call Off Clause 9)*

*Not Applicable*

**Service Credits**

*Not Applicable*

**Service Credit Cap**

*Not Applicable*



Crown  
Commercial  
Service

**Additional Performance Monitoring Requirements**  
**Technical Board** (*see paragraph 2 of Call Off Schedule B7*).

*Not Applicable*



**Section D**  
**Supplier response**

**Commercially Sensitive information**

All content within Section D Supplier Response of this Contract Order Form will be Commercially Sensitive.

REDACTED INFORMATION



## Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier will provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

### SIGNATURES

#### For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

#### For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



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Service

## **Section F – Contract Annexes:**

### **Summary:**

**Annex A – RAF SSP Transformation Delivery Approach**

**Annex B - RAF SSP LOT 2 DETAILED DELIVERY REQUIREMENTS**

**Annex C – ILLUSTRATIVE SSP TRANSFORMATION PROJECT SCHEDULE**

**Annex D – DEFCON 703 08-13**

**Annex E - MOD Civil Service Business Travel Guide v2.0**

**Annex F - MOD Hotel Caps Rates**

**Annex G - The Supplier's Technical response**

**Annex H - The Supplier's 4 Year Baseline Plan (Excel File)**

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**ANNEX A - RAF SSP TRANSFORMATION DEIVERY APPROACH**

REDACTED INFORMATION

## **ANNEX B – RAF SSP LOT 2 DETAILED DELIVERY REQUIREMENTS**

REDACTED INFORMATION

## **ANNEX C – ILLUSTRATIVE SSP TRANSFORMATION PROJECT SCHEDULE**

REDACTED INFORMATION

## Vesting In The Authority

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1. All intellectual property rights of any nature in the results generated in the performance of work under the Contract and recorded in any written or other tangible form (the 'Results'), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where it has sub-contracted work under the Contract, it has secured that vesting in the work performed by its subcontractors.
2. The Authority may use, have used, copy and disclose the Results by itself or through third parties for any purpose whatsoever subject to the Contractor's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under the Contract.
3. The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.
4. The Contractor shall mark any copyright work comprising Results with the legend: '© Crown-owned copyright [insert the year of generation of the work]'.
5. Apart from intellectual property rights vested in the Authority by virtue of Clause 1, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this Condition.
6. Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of the Contract for six years after the completion of the Contract.
7. The Authority shall have the right to require the Contractor to furnish to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor. A reasonable charge for this service based on the cost of providing it will be borne by the Authority unless already included in the price of the Contract.
8. The Contractor shall treat the Results as if received in confidence from the Authority and:
  - a. shall not copy, use or disclose to a third party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to its officers, employees and subcontractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it or in the exercise of any right granted pursuant to Clause 12 of this Condition; and
  - b. shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of its officers, employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.
9. The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clause 8 and take such steps as may be reasonably practical to enforce such arrangements.

10. The confidentiality provisions of Clause 8 shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties.

11. The Contractor shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under this Condition.

12. The Contractor shall be entitled to request consent from the Authority to reuse (under licence or otherwise) the Results and intellectual property rights vested in the Authority by virtue of Clause 1 for other purposes including, but not limited to, tendering for other work for the Authority or work for another UK Government department. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of third parties.