

## RCloud Tasking Form – Part C: Task Response Form

TO BE COMPLETED BY THE BIDDER

### 1. Proposal

<b>Registered Company Name</b>	Loughborough University
<b>Registered Address</b>	Epinal Way Loughborough Leicestershire LE 11 3TU
<b>Registered Company Number</b>	RC000332
<b>Proposal Reference (attached)</b>	RQ0000021675
<b>Proposed Task Start Date</b>	01/02/2023
<b>Proposed Task End Date</b>	TBC

### 2. Cost Proposal

#### SUMMARY

<b>TOTAL COST OF TASK</b>	
Firm Price Quotation (ex VAT) – <u>Core Activity Only</u>	£ 119,417
Firm Price Quotation (ex VAT) – <u>Including Options (if applicable)</u>	£ 193,463
<b>OR</b>	
Ascertained Cost (maximum price payable (ex VAT)) – <u>Core Activity Only</u>	£ N/A
Ascertained Cost (maximum price payable (ex VAT)) – <u>Including Options (if applicable)</u>	£ N/A

**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"				
Please identify each role, rates and number of hours. Hourly rate must be inclusive of profit and overhead. (Not to exceed the maximum rates stated in your Pricing Matrix within the R-Cloud Portal)				

Redacted under FOI exemption

Manpower – identify Each Grade, rates and number of hours (based on your Rate Card)	N/A			Choose an item.
Travel & Subsistence (Incl. UK Road Mileage, Accommodation)	N/A			Choose an item.
Transportation (provide detail)	N/A			Choose an item.
Range Facility (provide detail)	N/A			Choose an item.
Materials (provide detail)	N/A			Choose an item.
Other (provide detail)	N/A			Choose an item.

### ADDITIONAL CHARGES

Handling Fee for sub-contracting in accordance with agreed rate	N/A			
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### INFORMATION ONLY:

General Administration / Overheads in accordance with agreed rate	N/A			
Agreed Profit in accordance with agreed rate	N/A			

### Assumptions and Dependencies (if applicable)

We confirm unqualified acceptance of the RCloud V4 Terms and Conditions and compliance with the ITT requirements. As per the RCloud Terms and Conditions, we would like to request a limit on liability with Dstl. We request that Loughborough University's aggregated liability (including all warranties and indemnities) in connection with this contract from any cause, including but not limited to: breach, infringement of third party rights, warranty, reliance on results, loss of business or profit, indirect or consequential damages or losses, or negligence, whether arising in contract, tort, statutory duty or otherwise, shall not exceed the value of funds that is due under the contract, excepting our liability for: (i) death or personal injury resulting from negligence; or (ii) any fraud or for any sort of liability which, by law, cannot be limited or excluded.

### 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.

### 3. Additional Information

<b>3.1</b>	<b>Government Furnished Assets (GFA)</b>
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 - No	
If 'yes' – add details below. If 'supplier to specify' or 'no,' delete all cells below.	
If 'Yes' – provide details here.	
<b>3.2</b>	<b>Contractor's Personnel and Government Establishments</b>
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	
<b>Access Not Required</b>	
<b>3.3</b>	<b>Commercially Sensitive Information</b>
Is any Commercial Sensitive Information included within your proposal?	
<b>No</b>	
If 'Yes', please provide the following information:	
Description of Commercially Sensitive Information:	
Cross Reference(s) to location of sensitive information in proposal:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if applicable):	
Contact Details for Transparency/Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	

Email Address:

### 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<sup>1</sup>.**

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<sup>1</sup> [https://rcloud-v4.dstl.gov.uk/assets/documents/RCloud\\_Agreement\\_Terms\\_and\\_Conditions\\_v4.pdf](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 section 28 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.

<b>Organisation’s name</b>	Loughborough University
<b>Signed</b> (By Director of the Organisation or equivalent)	Redacted under FOI exemption
<b>Name</b>	Redacted under FOI exemption
<b>Position</b>	Redacted under FOI exemption
<b>Date</b>	17-01-2023

## 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. <u>ID #</u>	2. <u>Unique Technical Data Reference Number / Label</u>	3. <u>Unique Article(s) Identification Number / Label</u>	4. <u>Statement Describing IPR Restriction</u>	5. <u>Ownership of the Intellectual Property Rights</u>
1	N/A			
2				
3				
4				
5				

Please continue on additional sheets where necessary.

### **PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here.

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

For Software, please provide a Modular Breakdown Structure.

**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). <u>Any entry without a unique identifier shall be treated as a nil entry.</u>  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.

## Completion Notes - Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

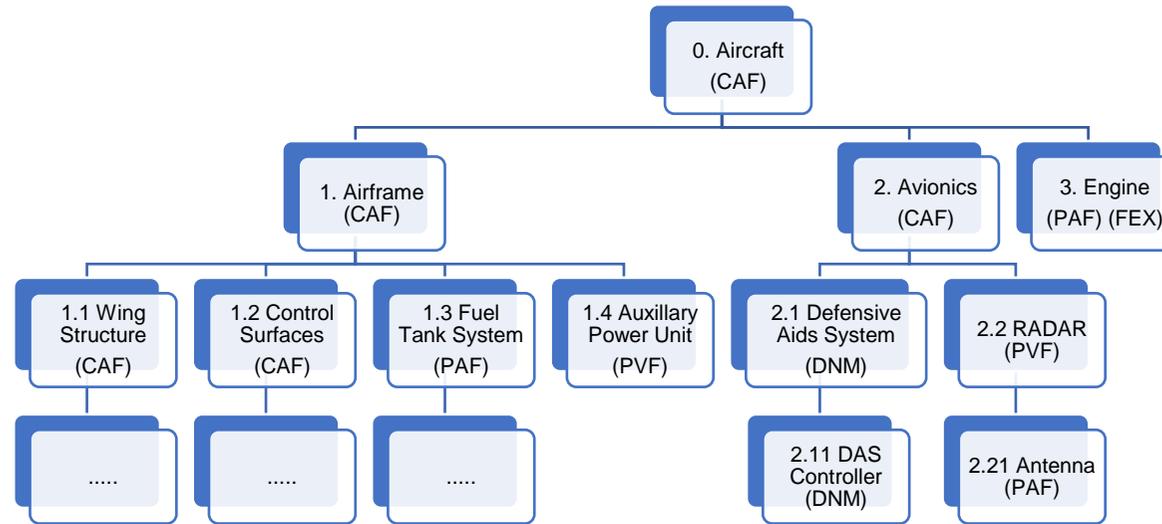
- e) (FEX) Foreign Export Controlled

### Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

**Example PBS**

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed “Design Not Mature” (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.