NEW PROJECT QUESTIONS

Q1. If for any reason both bidders pull out of bidding for the DFRP or the government cancel the outsourcing before a contract is let would the fall back be Option 2, the Value for money Benchmark or Option 1 the Business Improvement Plan?

A1. The VfMB is being retained as a fall back option in the event that the commercial competition is unsuccessful. If required it would be implemented by the revised HQ DFRMO.

Q2. As the project is proceeding with the Industry option can the VFMB Option now be made public for DFRS employees to have sight of?

A2. The VfMB cannot be released because of the commercial sensitivities surrounding the commercial competition. Their proposals will be available once any contract is awarded.

NEW UK PEOPLE MATTERS QUESTIONS

Q1. I anticipate that at the time of my potential Vesting Day I will have only a short time left to serve before I am due to retire. How do I stand regarding TUPE and/or retirement?

A1. The amount of time an individual has remaining before their retirement date does not impact on any potential transfer to a new employer under the Transfer of Undertakings (Protection of Employment (TUPE) regulations. Individuals serving in an Assigned post on the day the post transfers to a new employer will transfer on that date and then retire on their due retirement date. Individuals attaining retirement age prior to their Vesting Day will retire directly from the MOD. It must be kept in mind that, as stated in the roadshow presentations, bidders may propose multiple Vesting Days within the Migration period. We are unable to release the details of individual Vesting Days until after any Contract Award.

Q2. In respect of Security Clearance requirements what will happen to individuals who do not have up to date clearance by the time they are due to transfer to any new employer and if they do not have clearance, would their Vesting Day be delayed?

A2. HQ DFRMO directed in Sep 17 that all personnel with out-of-date security clearance are to apply for renewal. In respect of individuals without in-date security clearance the UK Vetting Service advises that ‘There is no central regulation prohibiting the employment of people awaiting security clearance. The decision whether or not to do this, limiting access as necessary, is a risk management judgement for the area concerned and as advised by his or
her security staff.’ It is anticipated therefore that proof of a renewal in process should ensure continued access for staff vested from the MOD to any new Service Provider. Out of date security clearance will not delay an individual’s Vesting Day.

Q3. **Who is responsible for contacting employees to be transferred to a new service provider so that we know when changes are going to happen?**
A3. Communication with our staff is important and HQ DFRMO and the project team will ensure employees are amongst the first to hear of the Award of Contract via a cascade brief on the day the contract is awarded. This will also be confirmed to individuals by letter which will be distributed in the days following any Contract Award.

Q4. **What is the time scale from Contract Award until the end of our MOD employment and transfer to a new employer?**
A4. The period from Contract Award to the start of the new Service provider becoming responsible for delivery of services is known as Mobilisation. The length of the mobilisation period depends on the selected Service Provider’s plans for taking over service/activities on sites or for functions/activities. The first transfer will not be any earlier than 3 months after Award of Contact is announced.

Q5. **With regard to change over to a new service provider employment, will this happen overnight for the whole service or be a phased process station by station?**
A5. This is dependent on bidders’ solutions and remains commercially sensitive information.

Q6. **Is there an agreement for the new Service provider to have special entry to the Civil Service Pension Scheme to carry on with our pension contributions?**
A6. There is no ‘Special Entry’ as the Government’s policy ‘Fair Deal for Staff Pensions’ dated Oct 2013 will apply, this can be found on the Civil Service Pensions Website. DFRP have engaged with Cabinet Office and arrangements will be made for the new employer to become an ‘Admitted User’ of the Civil Service Pension Schemes. You are eligible to continue to be a member of the Civil Service Pension Scheme whilst working wholly or mainly on eligible public sector work. In a nutshell you will see no change and will continue to receive your annual benefit statements.

Q7. **How long does TUPE last for transferred employees in regard to terms and conditions?**
A7. The protection given by TUPE is not time limited. Employment terms derived from collective agreements (see Note) can be changed after 12 months or at the Expiry/review date of the collective agreement. The SP can propose “Measures” (changes) to implement at the Transfer Date but these are normally associated with processes that support transferring employment terms.

Note: Within the TUPE Regulations Collective Agreements are those formal agreements in place between the Unions and the MOD.

Q8. **Will personnel still be entitled to the fire brigade LSGC Medal or The Imperial Service medal under a new service provider?**
A8. The accumulation of service in respect of the LS&GC Medal will cease on the day of transfer to a new Service Provider and the total accumulated service at the date of transfer will determine eligibility for the LS&GC. Personnel who have accumulated sufficient service for the award may claim the medal either while serving or post-transfer. The Imperial Service Medal (ISM) is awarded to Skill Zone and Band E staff that have completed 25 years or more meritorious service when they leave the MOD. MOD service will cease when an employee transfers to a Contractor, therefore only those who have completed 25 years or more meritorious service when they transfer will be entitled to the ISM.

Q9. **On transfer to a new employer/service provider what happens to existing contracts in place i.e. PPE with Bristol uniforms?** At present our QM’s department orders and pays for our work wear clothing. And if we have a problem with vehicles we take them to our MT departments.
A9. Any new Service provider will assume the requirement to provide PPE, uniforms and work wear to its fire-fighters. This process will be complete before the current clothing provision is removed. This will remove the requirement for the unit QM to provide work wear clothing.

Subject to site specific timelines, new vehicles may be provided. The maintenance of these new vehicles will be the responsibility of the Service Provider. They may use unit MT/URS facilities if agreed between the unit’s HoE, the SP and HQ DFRMO.

Q10. If we are approaching a medical date or re-certification dates for qualifications around the time a new service provider takes over what arrangements will be place, i.e. will DFTDC and the contract with OH Assist remain in place for a period after transfer?

A10. These services will be provided for within the Contract. Any new SP will ensure that all required medical and recertification dates are provisioned to ensure no loss of capability. DFTDC will remain as the Training Establishment until the revised training delivery model is in place.

Q11. With regard to day to day living/operating on fire stations will employees end up with additional expenses put on them? How will items such as the TV Licence, Internet, Toilet roll, Bedding and laundry, Tea towels, hand soap for hygiene, washing up liquid, tailoring of work wear, A4 paper?

A11. Unit responsibilities towards fire stations will be set out in Customer Service Agreements (CSA). Where Fire Stations currently self-fund elements of their Life Support (Internet, Sky, Tea Funds, TV Licence etc), this will continue. The provision of stores/sundry items (normally provided by the Unit HoE/QM) will become the responsibility of the new SP, how this is delivered is SP specific.

Q12. What will be the effect on employees once under the employment of the new service provider with regard to TUPE conditions, if the employee requests a level transfer to another station, takes promotion on station or moves to another station on promotion. Does this break any TUPE conditions as will it be a change of contract for the employee with the new employer?

A12. TUPE only protects your current terms and conditions of service applicable to the post which you TUPE transfer over in. Accepting promotion or transferring to another post may affect the continuation of your transferred employment terms.

Q13. Can you please explain the meaning of and time frames for the following. A: Contract Award, B Vesting period C, Vesting day?

A13. Contract Award is when DFRP awards a Contract for the future delivery of Fire and Rescue requirements worldwide. It is when the identity of the winning bidder is made publically available.

Vesting Period – The Vesting Period occurs during Migration and includes the time from any initial Vesting Day to the final Vesting Day.

Vesting Day – A Vesting Day is the date on which a Service Provider takes on responsibility for employees on a specific site and they transfer from the MOD to the Contractor who becomes their employer. There can be multiple Vesting days and this will be subject to Bidders’ solutions.

Q14. There is a lot of uncertainty over peoples’ futures within any contracted solution. Will any new Service provider require the same level of staff as the current establishments?

A14. Bidders’ proposals will be released immediately after any Contract Award. Any changes to manning will be subject to full consultation with Duty Holders and the Trade Unions.

Q15. Following transfer employees may have need to refer to Policy Rules and Guidance, DINs or other documents relevant to Terms and Conditions whilst in MOD employment. How will we get access to these once we have transferred?
A15. All sites will have a requirement for at least one DII terminal for day to day communication with the host unit. Additionally HQ DFRMO will continue to exist and would be able to provide information. Information that is not available via the above routes will also be obtainable on request to Defence Business Services.

Q16. **With regard to Fixed Term Appointment (FTA) employees, what happens to their time frame deadlines i.e. competent pay, contract extension terms if these dates are after the transfer to a new employer?**

A16. Under TUPE the terms of their contracts transfer and it will be for any new SP to determine how they take forward the FTA staff.
Project Specific Questions:

Q1. Why was the Defence Fire and Rescue Project (DFRP) started?

A1. The project was set up in response to work undertaken by MOD HQ as part of the Spending Review 2010 and the Strategic Defence Spending Review (SDSR) work strand ‘Reducing the Cost of Defence’. The DFRP project team was subsequently tasked with exploring the options for obtaining increased operational effectiveness and value for money in the delivery of Fire and Rescue (F&R) Services in Defence.

Q2. DFRMO is tasked to reduce its costs by £10M per year. Why, at the same time, is the MOD investing money in this project?

A2. As well as the achievement of financial efficiencies, MOD wants to establish whether there are alternative service delivery methods that may be appropriate for the delivery of the F&R capability – both through the development of the internal solution (known as the Value for Money Benchmark (VfMB)) and those put forward by Industry.

Q3. What is the remit of the DFRP?

A3. DFRP is tasked with examining the current Defence F&R capability (worldwide) to explore whether there are alternative service delivery proposals that will deliver improved value for money whilst continuing to meet Defence’s F&R requirement. That requirement is encapsulated in the following Single Statement of User Need (SSUN):

“Defence requires personnel, estates and assets to be appropriately supported worldwide, in peace and conflict, by a preventative, protective and responsive fire and rescue management capability which is cost-effective affordable, sustainable and agile”.

Q4. What is the case for change?

A4. The project is seeking to achieve a cost-effective, affordable, efficient, flexible and sustainable F&R service that will meet the SSUN. The project is not:

- Seeking maintenance of the status quo;
- Limited purely to the achievement of efficiency targets;
- Focused solely on achievement of manpower headcount reductions;
- Seeking implementation of an already endorsed option for the outsourcing of F&R services.

Q5. What is the Scope of the Project?

A5. The DFRP Project scope is the entirety of the Defence Fire & Rescue (F&R) Capability delivered to Defence with the exception of the following:

- Provision of F&R for ships at sea and aircraft in the air.
- Provision of fire extinguishers.

Q6. What is the Commercial Scope of the Competition?

A6. The following are out of the project’s commercial scope:

- The 8 x USVF bases (however, Menwith Hill remains in scope for the provision of training only);
• The 9 x UK based airfield stations managed within Multi Activity Contracts, some of which also provide a 24/7 structural capability (these may be subsumed into DFRP at a later date);

• The 4 x UK based fire stations managed within Long Term Partnering Agreements by AWE, Dstl and Qinetiq;

• The remaining fire station at Sennelager, Germany (planned to be closed by end 2019);

• Ascension Island – 1 x Airfield (Contractor managed) which also provides a 24/7 structural capability;

• Gibraltar – 1 x Airfield (Handed over to the Government of Gibraltar).

Q7. Is the outcome of the project a foregone conclusion?

A7. The outcome of the project is not pre-determined. The project team will ensure that there is a comprehensive process of options analysis to support the Main Gate Business Case to be submitted in 2016. The team will consider how each proposed solution (both Industry and the VfMB) satisfies Defence’s F&R requirements, taking account of value for money, deliverability and associated risks. Moreover the benefits, and dis-benefits, of each solution will be considered. The project analysis and recommendations will be subject to independent, rigorous scrutiny, assurance and approvals process which will be undertaken by MoD Head Office and HM Treasury staff.

Q8. What options were considered by the project team?

A8. The endorsed project options are listed below:

• DFRMO Business Improvement Plan – Principally focussed on the achievement of the financial savings target identified by AG (now Home Command) for DFRMO.

• Value for Money Benchmark (VfMB) – A fundamental internal review of how Defence’s F & R requirements (as detailed within the Service Requirements Document (SRD)) can be met.

• Industry Option (Single Industry Provider) – Engagement of one Industry partner to deliver F & R services where considered feasible and sensible, as defined within a contract.

Q9. What benefits do you think will be achieved through this project?

A9. Recognising the continued financial challenges faced by MOD, one of the benefits of the project will be to test whether increased value for money can be achieved through alternative ways of delivering the F&R service. It will also allow for the true costs incurred by Defence in the delivery of the F&R capability to be fully understood. The project team will also be seeking to test whether any proposed changes to the delivery solutions (both internal and external) will be sufficiently flexible and agile to respond to future changes in Defence’s F&R needs.

Q10. What is the Value for Money Benchmark?

A10. The objective of any Value for Money Benchmark (VfMB) is to form a clear judgement on whether better value for money can be secured, from utilization of planned internal resources. The DFRP VfMB is therefore an in-house proposal that will look to provide a solution that meets Defence’s F&R requirements as detailed within the requirements documentation. The development of the DFRP VfMB is being led by a separate team within Adjutant General’s (AG) organisation and will be compared against the other project options as part of the Main Gate Business Case analysis.

Q11. F&R is a complicated service – other projects have already been unsuccessful. If the VfMB is the preferred option, what assurance can be given that the F&R service will not have to go through this again?
A11. Lessons identified from the previous projects have been taken into account in the project work. If the VfMB option is chosen for implementation, an appropriate governance structure will be put into place to oversee its implementation and monitor the delivery of the benefits identified within the VfMB proposal.

It is a requirement for any project option to be flexible enough to respond to change. No guarantee can be given however that Defence F&R capability will not be subject to further review.

Q12. How will the project establish the costs for delivery of the F&R capability given the changing landscape of the service?

A12. A detailed exercise is currently taking place to establish all of the costs incurred by Defence, both by DFRMO and individual units, in the delivery of the F&R capability. This baseline will be used to support the project and will be appropriately amended as any adjustments to the current service delivery levels are identified.

A full investment appraisal will be undertaken to inform the project’s Main Gate Business Case, which will utilise the F&R costing baseline. This will be used to enable comparisons to be undertaken between current costs and those proposed future costs associated with the different project options.

Q13. Why has a commercial competition been launched?

A13. Approval was received in October 2014 to launch a commercial competition to formally test what benefits might be deliverable through greater involvement of Industry in the provision of F&R services to Defence. Specifically, it provides an opportunity to assess how Industry may be able, through utilising their corporate practices, systems and behaviours, to deliver improved value for money and operational effectiveness in the delivery of the F&R capability. Assessment of the risks (and benefits) associated with any Industry option will also be a key evaluation requirement.

Q14. How long will the competition exercise last?

A14. The competition exercise is likely to take around 18 months, following which the endorsed project options will be carefully considered before a decision is made. The project team anticipate approval of the preferred option during 2016.

Q15. If an Industry solution is considered to deliver optimum value for money and, recognising that some Defence contracts have not delivered on their requirements in the past, how can the project team be confident that Industry would be in a position to meet the requirement?

A15. The project team has developed a robust evaluation process to test the technical deliverability of the proposed solutions. Through this process, the risks and benefits of any proposals will be fully understood. Moreover, the extent to which Industry proposals address Defence’s F&R risks will be analysed using a software modelling tool which has been developed with assistance from the Fire Protection Association (FPA). The outcome of that modelling exercise will be taken into account in the evaluation of Industry proposals.

If a contract was to be placed following the approvals process, the project team will ensure that there are robust performance tools and processes in place to incentivise delivery.

Q16. How will the decision be made as to which project option is to be implemented?

A16. The recommended project options which will be identified in the project MGBG will be considered through the central MOD project approvals process which is planned for 2016. The MOD’s Investment Approval Committee will be responsible for confirming the recommendations that are contained in the MGBG.
Q17. Has the MOD considered partnering with another government department to provide F&R services (DCLG for example)?

A17. DCLG is aware of the intentions of the project and there is regular liaison between the two organisations. The 2 organisations are quite different however in that F&R services within the community are provided locally and therefore funded by Local Councils (notwithstanding the Scottish Fire Service).

Q18. Will the project result in a reduction of the level of F&R support to the Armed Forces?

A18. A fundamental requirement of the project is to ensure that Defence’s F&R needs are met. Those requirements have been captured within the Service Requirements Document (SRD). A key focus of the analysis of each project option will be to ensure that service requirements detailed within the SRD will be met.

Q19. DFRMO has historically been very good at responding to sudden or urgent requirements from the military. Will there be any loss of agility as an outcome of this project?

A19. Any specific Defence requirements for agility or flexibility will be captured as part of the Service Requirements Document (SRD). Both the VfMB team and Industry will be required to provide solutions that demonstrate they can meet this requirement.

Q20. Will the project impact on Defence operations?

A20. Defence’s requirements with regards to F&R support to deployable operations have been captured through the Service Requirements Document (SRD). As noted in the answer to question 16 above, each project option will be evaluated to ensure that the service requirements laid down in the SRD will be met.

Q21. How does the project align with the Department’s plans for total support and greater reliance on Reserves?

A21. The project has conducted a study on the potential utilization of Reserves as part of any proposed changes to the delivery of F&R capability. Any proposals for the use of Reservists will be carefully considered with a view to providing assurance to Defence that its service requirements will be met.

Q22. What about Defence’s responsibility for providing contingency emergency support to civil authorities?

A22. The Service Requirements Document (SRD) identifies the need for contingency emergency support as authorised by the Standing Joint Commander (UK). Furthermore, any endorsed requirement for the delivery of community support (such as MACA) will also be captured.

Q23. How will stakeholders be involved and kept informed?

A23. Senior stakeholders from across Defence are represented on the DFRP Operations Board which provides overall direction to the project, and is responsible for making key decisions, including the project’s Main Gate Business Case.

In addition to this, a number of working groups will have responsibility for overseeing the work of specific project work strands. The Human Resources Working Group, which has representation at working level from across MOD including the Trade Unions, is responsible for managing the HR aspects of the project and ensuring that MOD’s obligations is this area are met.

Q24. If the Project results in a placement of a contract with Industry, how would you ensure that Defence’s F&R needs are met?
A24. Any contract, if placed, will contain a performance incentivisation mechanism to support contractor performance, as well as including those measures open to MOD in the event that performance falls short of the service required. Moreover, there will be contractual mechanisms contained within the contract that will provide the appropriate levels of legal protection for MOD.

Q25: Following the submission of bidder solutions on 8 Dec 15 have the Bidders been given extra time to update their bids?

A25: Bidders (and the VfMB) were evaluated from 8 Dec 15 to 3 Feb 16. Once evaluation grades were agreed in consensus meetings the grades were placed into the AWARD evaluation software, following evaluation. The Bidders and the VfMB were asked to clarify aspects of their proposals. These clarifications have had no impact on the grades recorded in AWARD.

Q26: What is the AWARD software used in the bid evaluation?

A26: AWARD is an evaluation software tool that records all correspondence between industry and the MOD, including the bids submitted by Industry on the 8 Dec 15. Once the bids are submitted they cannot be changed, however the MOD does retain the right to clarify areas of the bids if required.

Q27: Is the MOD's intent to reduce the civilian staff by 30% a factor for the DFRP project?

A27: The DFRP predates the SDSR announcement of MOD's intent to reduce civilian staff by 30%. The DFRP outcome may affect the civilian workforce but the Main Gate Business Case recommendation is based on which option represents the best value for money for Defence.

Q28: If there are Station closures and headcount reductions, will this increase a contractor’s profit margin?

A28: In the event of a contracted solution the contractors profit would be based on a percentage of the costs of delivering the service. Any benefits realised from project outcomes are divided between the MOD and the contractor.

Q29: How do bidders get informed of changes within MOD.

A29: Bidders are informed of changes in the MOD through the documents and information contained in the Virtual Data Room (VDR). The VDR contains all the background information a Service Provider will require ranging from the locations and operating hours of all fire stations through to all the background documentation required to support the delivery of training. Should a contract be awarded then changes to the MOD after contract award would be notified to bidders via the Contract Management Organisation and any changes in the requirement would be processed using an agreed contract change mechanism.

Q30: How can it be proved that Business Improvement Plan (BIP) is a viable option if it is not scrutinised in the same way as the Value for Money Benchmark or Industry proposals?

A30: The assumption has been made that the BIP meets the requirements set out in the Service Requirements Document (SRD) and does not therefore require to be analysed against it. Additionally the costs of the existing service and the costs of plans that are already committed to are also known. Taken together this information allows a baseline for the existing service to be established against which the remaining options will be judged.

Q31: Is the User Requirements Document set in stone?

A31: The User Requirements Document is a high level description of the Fire and Rescue capability that Defence requires. (e.g.: 'The User requires the Def F&R capability to provide a fire response service.') It is owned by the Project Board and would only be changed if there is a fundamental change in the Defence requirement.
Q32: Can a losing bidder challenge a decision made at contract award?

A32: It can challenge the DFRP on the basis that there has been a failure in process (the tender exercise) but not the decision itself. Any such challenge must be submitted in the 10 day standstill period between notification of contract award and contract award itself.

Q33: Can the BIP/VfMB challenge the MGBC selected option?

A33: The BIP and VfMB cannot challenge the MGBC option. The DFRP Ops Board and the MOD scrutiny process have ensured the DFRP assessment of the BIP and MGBC has been thorough and fair.

Q34: Over the years a lot of money has been spent on the DFRP project. Why couldn't this money have been spent on improving the facilities at Manston or other improvements to the service delivered by DFRMO?

A34: One of the anticipated benefits of the DFRP Solution is a capital investment to deliver long term efficiency over the 12 years of the project duration.
People Matters Questions:

Q1. How will I be kept informed of Project progress and its effects on me?

A1. The project team will ensure that staff are kept fully informed on project developments through regular, informal, dialogue with the Trade Unions (TUs) acknowledging that such dialogue does not imply any acceptance by them of potential project outcomes.

Further to the series of DFRP road shows which were delivered to staff in October and November 2014, consideration will be given to further road shows and staff briefings as the project progresses. This will be supplemented by monthly project updates which will continue to be provided with DFRMO Routine Orders. Information is also available on the DFRP website which will be updated as the project moves forward. The project website is at: http://defenceintranet.diif.r.mil.uk/Organisations/Orgs/Army/Organisations/Orgs/ag/Organisations/Projects/Pages/DefenceFireRescueProject(DFRP)Homepage.aspx.

Q2. Is there a potential for transfer of Civil Servants to Industry?

A2. As all project options will be considered as part of the Main Gate Business Case analysis, it is too early to determine what the outcome of the project will be. Noting that one of the options under consideration involves increased use of Industry on the delivery of F&R services to Defence, there is a potential for DFRP to result in the TUPE transfer of staff to Industry. Question 7 refers.

Q3. What is TUPE?

A3. The Transfer of Undertaking (Protection of Employment) Regulations (TUPE) implement a European Community Directive which requires member states to put into place legislation to protect the employment rights of individuals where the work of individuals transfers from one organisation to another.

Q4. What does TUPE mean in layman’s terms?

A4. Where responsibility for an activity transfer from one organisation to another, an individual employed in that activity may, subject to certain conditions, transfer to the organisation. TUPE provides protection to the terms and conditions of employment which transfer with the individual.

Q5. Is TUPE linked to the Staff Scoping Exercise?

A5. Yes. The staff scoping exercise enables MOD to understand and communicate the potential effects of the project on staff, and enables it to meet any legal obligations in the event that the project results in a TUPE transfer of staff to Industry. See Question 6 below.

Q6. What will the impact be on staff if the decision is made to deliver the project through greater Industry involvement?

A6. In the event that that the Project results in a contract with Industry, it is likely that a number of staff will be affected by a TUPE transfer to the DFRP contractor. Because of this, a scoping exercise was undertaken at the end of 2014 to identify all MOD civilian positions, and the staff in them, that may be affected in any way by the potential placement of a contract with Industry. Specifically, that exercise enabled MOD to identify employees to be considered as either:

- ‘Assigned’ - Employees who are considered to be part of an organised grouping that have as their principal purpose, activities that may be transferred to a new employer due to the application of the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment)(Amendment) Regulations 2014. These employees are referred to as being ‘Assigned’ and would be subject to transfer to the new service provider in the event that they are undertaking that work immediately before the date of transfer. For staff employed in
Northern Ireland, the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 apply.

Or

- ‘Affected’ - Employees whose principal purpose is not carrying out activities that may be transferred to an alternative service provider (and will not therefore be subject to TUPE transfer), but will nevertheless be ‘affected’ in some way by the prospective transfer.

Q7. How will it be decided who transfers?

A7. Individuals in scope to TUPE transfer will be those identified as ‘Assigned’ by the DFRP HR scoping exercise.

Q8. What happens to staff that are identified as ‘Affected’?

A8. Staff designated as ‘Affected’ will not transfer to a contractor but will remain MOD employees. Notwithstanding this, they may still be affected in some way by a decision to place a contract with Industry, for example, by any internal MOD organisational changes associated with the implementation of the project outcome. Individuals will be kept informed of any such changes which will, where appropriate, also be subject to formal consultation with the Trade Unions.

Q9. Will staff employed in the delivery of F&R in Cyprus be in scope to TUPE Transfer?

A9. A separate exercise has been undertaken in regards of Cyprus personnel in order to identify the likely impact of any contract. Account has been taken of the Sovereign Base legislation as per Transfer of Undertakings (SPA own version of TUPE). Staff in Cyprus have been informed of any potential impact on them.

Q10. Can I be made redundant by the Contractor?

A10. In the event that the Project results in a contract with Industry, the new employer will have to comply with the relevant employment legislation and redundancy terms for TUPE Transfer.

Q11. What would happen to my pension on transfer to a contractor?

A11. In the event that the Project results in a Contract with Industry, the new Contractor will have to comply with the policy applicable regarding the treatment of pensions where Public Sector Staff TUPE Transfer to Public Sector Applies (New Fair Deal – Staff Pension 2013). Under these arrangements, individuals would remain within their existing Civil Service Pension Scheme following transfer. Separate arrangements would be put in to place for Locally Employed Civilians in Cyprus regarding pension provisions.

Q12. I am currently employed in a mobile Grade. If I TUPE transfer to a new employer, will my existing mobility obligation be enforceable?

A12. Terms and conditions of employment with regards to mobility (limited or full mobility) would transfer across to the contractor as part of individuals’ transferring terms and conditions.

Q13. I am currently working in Delivery of F&R and haven’t received notification of Affected or Assigned letters what should I do?

A13. First you should approach you Line Manager, but alternatively you can contact the DFRP direct by emailing us on ArmyAG-DFRP-Contact@mod.uk or via the DFRP Intranet: Defence Intranet>Organisation>Projects & Programmes>Defence Fire Rescue Project Homepage.

Q14: Who will provide DFRMO HR support to existing DFRS staff if project goes to a contracted solution?
A14: DFRP are currently in discussions with HRD regarding the support to existing DFRS Staff, but currently no decision has reached. As discussions progress more information will be released via the DFRP communication channels.

Q15: Can a new employer change my T&C's?

A15: The application of TUPE means employees should not lose their existing employment rights. A new employer has limited scope to make changes to an employee's terms and conditions and cannot make them if the reason is the transfer itself. A new employer may vary terms and conditions for any of the following reasons:

- Where the sole principle reason for the variation is an economic (reasons to do with how the company is performing), technical (reasons are to do with the equipment or the processes the company uses) or organisational (reasons to do with the structure of the company) reason entailing changes in the workforce, provided that the employer and employees agree that variation.

- Where employment terms permit the employer to make the variation.

- When a contract of employment incorporates terms and conditions from collective agreements. These may be varied after one year from the date of transfer, provided that the variation overall is no less favourable to the employee immediately before the variation.

- When changes are entirely positive from the employees prospective.

Q16: Does TUPE apply to RAF personnel? How will a contractor manage TG8 fire-Fighters?

A16: TUPE does not apply to Service Personnel. In the event of a contract award RAF TG8 personnel will come under functional control of the Service provider for day to day F&R activities. Career management and administration of RAF personnel will remain a RAF chain of command responsibility. The boundaries of functional control have been agreed with HQ Air Comd.

Q17: How will the current outstanding formal dispute on abatement be treated?

A17: Should a dispute remain unresolved at the point of a TUPE transfer it will be for the Trade Unions to take the matter up with the new employer.

Q18: When will I know what will happen to my post under a contracted solution?

A18: If your position has been tagged as Assigned to the Defence Fire and Rescue Project and in the event that a contract is awarded you would transfer to a new employer. The detail for individual posts will not be known until Contract Award. (If an Industry solution is selected).

Q19: In the event that a contract is let, what governance will be put in place to ensure the appropriate level of service will be provided?

A19: The Fire and Rescue contractor will be overseen by a Contract Management Team (CMT) that will in turn sit within the Fire and Rescue Delivery Organisation (FRDO). The FRDO will be overseen by a 2 or 3 star level officer who will chair the Fire and Rescue Board in a similar way to the existing DFRMO Board. Whilst the full composition of the FRDO is to be confirmed it is anticipated it will include F&R subject matter experts able to deliver professional F&R advice to the Fire and Rescue Board.

Q20: Has any thought been given to how the RAF personnel will be managed in the event that a contract is awarded?
A20: In the event of a contract award RAF TG8 personnel will come under functional control of the Service provider for day to day F&R activities. Career management and administration of RAF personnel will remain a RAF chain of command responsibility.

Q21: If I am subject to TUPE will I retain my current terms and conditions or will they change after a year?

A21: The application of TUPE means employees should not lose their existing employment rights. A new employer has limited scope to make any changes to an employee’s terms and conditions and cannot make them if the reason is the transfer itself. A new employer may vary terms and conditions for any of the following reasons:

- Where the sole principle reason for the variation is an economic (reasons to do with how the company is performing), technical (reasons are to do with the equipment or the processes the company uses) or organisational (reasons to do with the structure of the company) reason entailing changes in the workforce, provided that the employer and employees agree that variation.

- Where employment terms permit the employer to make the variation.

- When a contract of employment incorporates terms and conditions from collective agreements. These may be varied after one year from the date of transfer, provided that the variation overall is no less favourable to the employee immediately before the variation.

- When changes are entirely positive from the employees prospective.

Q22: If DFRS are transferred to a bidder when will we be told of redundancies? What options would be available to us whilst we remain in MOD?

A22: A bidder would be expected to declare Economic/Technical/Organisational redundancies at the time a contract is awarded. Staff affected would be given Priority Movers status within the MOD. Further information can be found at the following link:


Q23: Can the DFRP look at bidders’ redundancy proposals and look at early opportunities to assist affected personnel find alternative employment within MOD rather than waiting until Contract Award?

A23: The Commercial sensitivity surrounding the competition prevents us from using bidders’ proposals for this purpose. We would only act on a bidder’s proposal if they were awarded a contract.

Q24: What are our grade equivalents within MOD?

A24: DFRP and Army HRD will consult with UNITE and PROSPECT regarding broader banding for the Fire Service. Once agreement has been reached, grade equivalents within the MOD will be shared.

Q25: What Redundancy compensation would I receive if I were to TUPE transfer prior to the current proposed changes to the Civil Service Compensation Scheme being introduced?

A25: You would be made redundant under the terms of the Civil Service Compensation Scheme in place at the time of the redundancy, rather than what was in place at the time of a TUPE transfer.

Q26: If I transfer will I be given a new Contract of Employment?
A26: Under TUPE the new employer takes over employee’s employment contracts, including:

- All the previous terms and conditions of employment.
- Period of continuous employment – an employee’s start date is the same as before the transfer, so continuous service is not broken.
- Any collective agreements previously made.

Q27: If I am TUPE transferred to industry and in 3 years my new employer makes me redundant which redundancy scheme rules would apply to the redundancy?

A27: You would be made redundant under the terms of the Civil Service Compensation Scheme in place at the time of the redundancy, rather than what was in place at the time of a TUPE transfer.

Q28: Who decides whether a person is Assigned or Affected?

A28: As part of the initiation of this project, DFRP formed an HR Working Group comprising of the DFRP TL; representatives from DFRP covering Requirements, HR, F&R SME and Commercial; DFRMO HRD, HRD HRBP Army and a PROSPECT Trades Union Representative. The Group evaluated each post by assessing job descriptions against the Service Requirements Document, functions in support of the delivery of Fire and Rescue services and where applicable, the line manager’s assessment of the percentage of time each post allocated to Defence Fire and Rescue Related tasks.

Q29. Where can I find out more information?

A29. You can get more information from the DFRP Intranet Page (See below Q13); if you require further guidance there is a link on the DFRP Intranet Page to the DBS TUPE Transfer Section, offering more information on the TUPE Process. Whilst there are no preconceived ideas for the outcome of the Project, consideration will be given to early delivery of TUPE briefings.

Q30. In the event of a Contract being awarded, how will I be kept informed?

A30. Detailed briefings on TUPE and Pensions will be planned by the DFRP Team prior to any staff transfers.

Q31. Where do I find out more information on the DFRP Project?

A31. The DFRP are in regular discussions with the Trade Unions and alternative communications including: the DFRP Intranet Page, DFRP Tri-fold leaflet, and DFRP monthly Newsletters; alternatively you can email the DFRP Team direct on ArmyAG-DFRP-Contact@mod.uk

Q32. How will the outcome of the DFRP affect staff at the Multi Activity Contract fire stations?

A32. This is a question which staff at the Multi Activity fire stations must address to their current employers.

Q33. Fire and Rescue services delivered within the RAF Multi Activity Contracts (MAC) are not moving into the Project HADES contract. What is the plan for future delivery of Fire and Rescue services at these sites whilst the MAC is still running and when HADES takes over the other parts of the MAC?

A33. The existing F&R elements of the MAC contracts held by the RAF will continue until contract expiry. As they approach contract expiry the relevant Duty Holders/Heads of Establishment will be engaged to ensure their future requirement for Fire and Rescue services are correctly identified within a site-specific Integrated Risk Management Plan. The agreed requirement will then be incorporated
into the outputs to be delivered by the DFRP Service Provider. (As at 20 Oct 16 the future Service Provider, in-house or industry, is not identified).

Q34: What happens to the staff delivering the service at the MAC stations when the contract expires?

A34: There are a number of scenarios to be considered starting with the Authority reviewing its requirement and identifying the outputs are either required in full or are amended. Thereafter:

• If the Service Provider assesses the unchanged outputs require the same number of staff then staff TUPE transfer to the new Service Provider.

• If the Service Provider assesses the amended outputs can be delivered with fewer staff all staff TUPE transfer to the new Service Provider who may then change numbers under an Economical, Technical or Organisational (ETO) change.

If the Authority reviews its requirement and decides the outputs are no longer required the contract will expire and staff will be managed by the company with which the contract sits.

Q35: If I am TUPE transferred to a new employer would my Civil Service Alpha pension scheme continue or would I start a new pension with the new company?

A36: Staff who are members of a public service pension scheme, including Alpha, who are compulsorily transferred out of the public sector and remain continuously employed in delivery of the outsourced service or function remain eligible to be members of their public service pension scheme. Additionally they continue to be eligible members of their public service pension scheme following any subsequent TUPE transfer.

Full details are provided in the following link:

Q37. After a Contract has been awarded can DFRMO advertise posts prior to a Vesting Day?

A37. DFRMO may continue to advertise posts between any Contract Award and a Vesting Day, however before placing any adverts DFRMO would require to take into consideration the future Service Provider’s requirement for the post.

Q38. Have the bidders been made aware of all the local informal agreements in place at Fire Stations?

A38. Bidders are aware of all formal agreements in place between Fire Stations and the Chief Fire Officer. They are not aware of local informal agreements.

Q39. Can the workforce be TUPE transferred whilst a legal challenge to MOD regarding T&Cs (Pension Abatement and NRA) remains unresolved?

A39. Any proposed TUPE transfer would not be delayed by an unresolved legal challenge to MOD.

Q40. Do the assigned/affected letters issued to staff in 2014 remain valid or are they time limited?

A41. The assigned/affected letters issued in 2014 are not time limited and remain valid. It should be noted they are issued for guidance and will be subject to review prior to any Contract Award. Following any Contract Award every member of staff will receive a letter confirming to individuals their assigned or affected status.
Q42. Do staff have to be given a specific period of notice of a TUPE transfer and if so what is it?

A42. There is not a specific period of notice of a TUPE transfer. MOD will issue a formal notification to all assigned or affected individuals approximately 10 working days after any Contract Award, this will confirm whether or not they are to be transferred under TUPE. Additionally a 3 calendar month TUPE consultation period will commence on the day of Contract Award.

Q43. Will recruitment, promotions and postings within DFRMO continue after the issue of the Final Invitation to Tender?

A43. DFRMO may continue to recruit, promote and post personnel after the issue of Final Invitation to Tender (FITT).

Q44. Will recruitment, promotions and postings within DFRMO continue after the award of any future contract?

A44. DFRMO may continue to recruit, promote and post personnel after any Contract Award. However before taking any such action DFRMO would require to take into consideration the future Service Provider’s requirement for the post.

Q45. Can the contractor propose replacing DFRS personnel with military personnel and vice versa?

A45. Bidders may propose alternative methods of manning posts to meet the requirement of the Defence Fire and Rescue capability. Any such proposals would be subject to approval through the governance structure and discussion with the appropriate Trade Unions.

Q46. Will a contractor be able to use TG 8 to permanently backfill civilian FF posts as is currently the situation at RAF Lossiemouth?

A46. Bidders may propose alternative methods of manning posts to meet the requirement of the Defence Fire and Rescue capability. Any such proposals would be subject to approval through the governance structure and discussion with the appropriate Trade Unions.

Q47. Will a contractor be able to use TG 8 to temporarily backfill civilian FF posts as is currently the situation at RAF Lossiemouth?

A47. A Service provider may (within the constraints of Functional Control) use TG8 to fill civilian shortfalls on a non-permanent basis and may similarly use civilian personnel to fill TG8 posts (within the limits of an individual’s Terms and Conditions).

Q48. I have heard that any future contractor will have Functional Control of RAF TG8 personnel. What are the boundaries of Functional Control in respect of TG8?

A48. Functional Control sets the Service Provider’s scope to manage RAF TG8 personnel. Within Functional Control the Service provider may:

- Task TG8 to a short term (non-permanent) UK fire-fighting post. Hours worked by any individual must comply with the Working Time Directive and the tasking must be agreed with Air Comd in advance.
- Act as line manager and 1st Reporting Officer for TG8 personnel.
- Manage absences for leave, sickness, representative sport and military training.
- Manage harmony time.
- Manage all aspects of professional fire-fighting training.

**Q49.** Can the position of the Fixed Term Appointment (FTA) employees with regard to TUPE be clarified?

**A49.** The FTA employees are treated exactly the same as all other employees within TUPE. If they transfer the Terms and Conditions under which they were employed transfer to the new employer. At the end of the FTA period it will be for the new employer to decide whether or not the employment is to be extended or be allowed to expire.
Cyprus FAQ's:

**Note:** The responses to these questions are based on information supplied by HQ British Forces Cyprus (BFC). HQ BFC is the authoritative source in respect of all HR issues for Locally Employed Civilians.

**Q1. How are my employment Terms and Conditions protected should I be transferred to a contracted Service Provider within the DFRP?**

A1. The protection of employment rights for SBA employees is provided under Ordinance 8 of 2001 – An Ordinance to Provide for the Safeguarding and Protection of Employees’ rights on the transfer of undertakings, businesses or parts thereof. The Ordinance states that all rights and obligations arising from an employee’s contract of employment, which exist on the date of a transfer, will be transferred to the transferee as if that contract of employment had originally been made with the new employer. The benefits of the protection offered through Ordinance 8 (2001) mean that the new employer cannot unilaterally change the employment terms and conditions of an individual.

**Q2. What protection does SBA Ordinance 8 of 2001 provide in the event of a transfer to a new employer?**

A2. SBA Ordinance 8 of 2001 dated 5 Jul 2001 – An Ordinance to Provide for the Safeguarding and Protection of Employee’s Rights on the Transfer of Undertakings, Business or Parts thereof provides employee protection similar to that provided by the UK TUPE Regulations. In particular it includes:

- Protection of employees transferring.
- Requires the transfer of existing employment terms & conditions.
- Makes limitations on the making changes to the terms and conditions of transferred staff.
- Includes a requirement to inform and where necessary consult workforce representatives about the transfer.

**Q3. Can a new employer make changes to the Terms and Conditions after a transfer has taken place under Ordinance 8 of 2001?**

A3. Changes may be made after transfer for the following reasons:

- For Economic, Technical or Organisational reasons.
- Where the employment terms permit changes.
- Where the changes are entirely positive from the employee’s perspective.

**Q4. Is the protection offered to an individual's terms and conditions by Ordinance 8 of 2001 time limited or does it expire?**

A4. The protection given by the Transfer Regulations to an individual’s employment terms is not time limited.

**Q5. Does the protection offered by Ordinance 8 of 2001 apply to collective agreements?**

A5. Employment terms derived from collective agreements may be changed after 12 months or at the expiry/review date of the collective agreement, whichever is later, or until the agreement has been replaced by another collective agreement.

**Q6. How is my BFC Firefighter pension protected in the event that I am transferred to a contracted Service Provider within the DFRP under the terms of Ordinance 8 of 2001?**

A6. Should there be a transfer under the terms of Ordinance 8 (2001), the change of employer would prevent continued membership of the BFC fire-fighters pension scheme. Civilian Employment Regulations require the MOD to ensure that the employees’ accrued pensionable service in the BFC fire-fighters pension scheme is protected and that for future pension provision employees will have access to a suitable pension scheme.
Q7. I am a member of the British Forces Cyprus (BFC) Provident Fund Scheme. How is my fund protected in the event of a transfer to a new employer?
A7. In the event of a transfer to a new employer you would not remain a member of the Provident Fund but Civilian Employment Regulations, Chapter 11, Section 8, Para 8.3 state “BFC will offer transferred staff the opportunity to elect to take an advance payment of their full accrued provident fund/ gratuity benefits at the time of transfer, providing that they meet the minimum qualifying periods of their respective schemes”. The regulations require the new employer to provide a fund that replicates the provident fund.

Q8. How are my benefits and employment protection associated with length of service affected if I am transferred to a contracted Service provider under the terms of Ordinance 8 of 2001?
A8. The effect of Ordinance 8 (2001) is that an individual’s continuity of employment is maintained. This means that employment with both MOD and the Contractor would be treated as one continuous period of employment in respect of entitlement to benefits or employment protection.

Q9. My pay was reduced under Ordinances 7, 12 and 15 of 2015. If I am transferred to a new employer under Ordinance 8 of 2001 will my pay be restored to the level it was at prior to the reductions imposed in 2015?
A9. The pay reductions imposed under Ordinances 7, 12 and 15 of 2015 are likely to continue after any transfer to a new employer as the revised pay forms part of the Terms and Conditions applicable under Ordinance 8 of 2001 at the time of transfer. However only a court of law can make a final determination on this issue.

Q10. The pay reductions imposed under Ordinances 7, 12 and 15 of 2015 are being challenged in the courts. If the challenge is successful will my pay be restored to its previous levels even if I have been transferred to a new employer prior to the outcome of the challenge?
A10. If Ordinances 7, 12 &15 of 2015 were deemed as unenforceable, it is considered probable (but subject to a court consideration) that, by virtue of Ordinance 8 of 2001, individuals would be able to claim for back pay. This is on the basis that the reduced pay levels would be considered never to have been part of the terms and conditions which applied to them at the time of their transfer.

Q11. I am a member of the LEC Medical Fund. What is the impact on this if I am transferred to a new employer under the terms of Ordinance 8 of 2001?
A11. The Medical Fund is provided for by the Civilian Employment Regulations and is part of an individual’s terms and conditions; it would therefore be subject to protection under any employment transfer under the terms of Ordinance 8 of 2001.