

Acquisition Directorate

NCI Agency
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NCIA/ACQ/2021/06956
22 June 2021

To : All Nominated Prospective Bidders

Subject : **IFB-CO-115226-EBA R4: INVITATION FOR BID FOR THE IMPLEMENTATION OF THE REPLACEMENT OF MS EPM 2010**

Reference(s) : A. AC/4-D/2261 (1996 Edition)
B. NCI Agency Notification Of Intent to Invite Bids:
NCIA/ACQ/2020/7127 dated 03 Nov 2020

Dear Sir/Madam,

1. Your firm is hereby invited to participate in an International Competitive Bid under the procedures set forth in Reference (Ref.) A for the implementation of Project, Portfolio, Programme and Service Management (P3SM).
2. The scope of this project is to implement a robust P3SM capability and to integrate with other components of the NCI Agency EBA capabilities. EBA is based on Commercial-Off-the-Shelf (COTS) Products, with a primary component being Oracle E-Business Suite (Oracle EBS), version 12.2.6. The full requirements are described in the Statement of Work, part of this Invitation for Bid (IFB) package.
3. In accordance with the Ref. B Notification of Intent, the implementation of this project shall be restricted to any one of the following products:
 - Change Point
 - Service Now
 - Planview
 - Planisware
 - SmartCore
 - Primavera
4. Bids received not proposing any one of the products identified in Para 3 above shall be declared as non-compliant and dismissed from further consideration.
5. The NCI Agency intends to place one Contract to cover the entire scope of the project. No partial bidding shall be allowed.



6. Contract award will be based on the proposal evaluated as the lowest priced bid in compliance with the requirements of this IFB and in accordance with the selection criteria set forth in the Bidding Instructions (Book I) and which follow the procedures as set forth in Ref. A.
7. The reference for the IFB is **IFB-CO-115226-EBA R4**, and all correspondence concerning this IFB shall reference this number.
8. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS 12:00 HOURS (BRUSSELS LOCAL TIME) ON 04 AUGUST 2021.**
9. This IFB consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedules (Part I), Terms and Conditions of the Contract (Part II & III) as well as the Statement of Work including its Annexes (Part IV). The Statement of Work and its Annexes sets forth detailed specifications governing the performance requirements of the Contract.
10. This IFB remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
11. Recipients are requested to complete and return the enclosed “**Acknowledgement of Receipt**” at Attachment A of this letter within 14 days from the date of this letter, informing the NCI Agency of their intention to bid/not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse its stated intention at a later date, it is requested to advise the NCI Agency by a separate letter.
12. Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
13. The NCI Agency points of contact for all information concerning this IFB are Mr. Peter Kowalski, Senior Contracting Officer, and Ms. Dorina Cani, Principal Contracting Assistant, who may be reached at Peter.Kowalski@ncia.nato.int and Dorina.Cani@ncia.nato.int.

For the Director of Acquisition

[Original Signed By]

Gael Craver
Principal Contracting Officer

Attachments:

- A) Acknowledgement of Receipt of IFB-CO-115226-EBA R4
- B) Invitation for Bid IFB-CO-115226-EBA R4

**ATTACHMENT A****ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID****IFB-CO-115226-EBA R4**

Please complete, sign and return by email (scanned to PDF) within 14 days
to: Peter.Kowalski@ncia.nato.int **and** Dorina.Cani@ncia.nato.int.

We hereby advise that we have received Invitation for Bid IFB-CO-115226-EBA R4
on _____, together with all enclosures listed in the Table of Contents.

PLEASE CHECK ONE:

- ☐ As of this date and without commitment on our part, we do intend to submit a bid.
- ☐ We do not intend to submit a bid.
- ☐ We are reviewing the requirements of the IFB and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____



Distribution List

IFB-CO-115226-EBA R4

All Nominated Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

Embassies in Brussels (Attn: Commercial Attaché):

Albania	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1



Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
North Macedonia	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States (electronic copy to brussels.office.box@mail.doc.gov)	1
Belgian Ministry of Economic Affairs	1

Distribution for information

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<u>NATO Office of Resources</u>	
Management and Implementation Branch – Attn: Branch Chief	1
<u>Director, NATO HQ C3 Staff</u>	1

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P3SM Project Manager	1
P3SM Project Manager	1
NSIP Liaison Office	1
Legal Office	1
Registry	1

NCI Agency – NATEXs

All NATEXs	1
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INVITATION FOR BID

IFB-CO-115226-EBA R4

**Enterprise Business Applications (EBA)
Release 4 – Replacement of MS EPM 2010**

Book I-Bidding Instructions



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SECTION 1 INTRODUCTION

- 1.1 The purpose of this Invitation for Bid (IFB) is to develop, design and implement a robust Project, Portfolio, Programme and Service Management (P3SM) capability as an integrated component of the NCI Agency Enterprise Business Applications (EBA) suite. It consists of a Work Package covering the implementation and options for Operations and Maintenance support.
- 1.2 The Participating Countries for this IFB are listed in paragraph 2.1.5. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part III) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at the times and the place, stated in the prospective Contract.
- 1.3 The security classification of this IFB is “NATO UNCLASSIFIED”.
- 1.4 Basis of Award: The contract resulting from this IFB shall be awarded to the lowest priced technically compliant offer.
- 1.5 This IFB is issued and shall be conducted under the NATO Procedures for International Competitive Bidding, One-Step Procedure: Ref: AC/4-D/2261 (1996 Edition).
- 1.6 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled “Requests for IFB Clarifications”.
- 1.7 This IFB does not require Bidders to provide a Bid Guarantee with their offer.
- 1.8 The target date for Contract Award is December 2021.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. DEFINITIONS

- 2.1.1.** The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2.** The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.3.** The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this IFB.
- 2.1.4.** The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.
- 2.1.5.** The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NORTH MACEDONIA, MONTENEGRO, NETHERLANDS, NORWAY, NORTH MACEDONIA, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6.** The term “Purchaser” refers to the authority issuing the IFB and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.7.** The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2. ELIGIBILITY

- 2.2.1.** In accordance with the Notification of Intent to Invite Bids dated 03 November 2020, the implementation of this project shall be restricted to any one of the following products:
- 2.2.1.1.** Change Point,
2.2.1.2. Service Now,
2.2.1.3. Planview,
2.2.1.4. Planisware,
2.2.1.5. SmartCore,
2.2.1.6. Primavera.
- 2.2.2.** Bids received not proposing the implementation of any one of the products

identified in Para 2.2.1 above shall be declared as non-compliant and dismissed from further consideration.

- 2.2.3.** All contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.4.** None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.5.** No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.6.** The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.
- 2.2.7.** Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Prime Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Prime Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Prime Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Prime Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3. BID DELIVERY AND BID CLOSING

- 2.3.1.** All Bids shall be in the possession of the Purchaser on/or before 12:00 hours (Brussels Local Time) on **04 August 2021**, at which time and date bidding shall be closed.
- 2.3.2.** Bids shall be delivered by electronic means **only and solely** to: IFB-CO-115226-EBA.Bids@ncia.nato.int
- 2.3.3.** Bids submitted by means other than by email shall not be accepted.
- 2.3.4.** Ensure your submission is not larger than 10 megabytes (MB) and without passwords, or file encryption of any kind. If your file is larger than 10 megabytes (MB), break the email into smaller files and send them individually. Example: (INSERT COMPANY NAME, IFB Number (IFB-CO-115226-EBA R4, Email 1 of xx, etc.).

2.4. LATE BIDS

2.4.1. Bids which are delivered to the Purchaser after the specified time and date set forth in paragraph 2.3.1 are "Late Bids" and shall not be considered for award. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.

2.4.2. It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency's facility by electronic submission is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:

- (a) Of the content of the Quotation as originally submitted; and,
- (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4.3. Consideration of Late Bids: It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified bid closing time. A late bid shall only be considered for award under the following circumstances:

2.4.3.1. A contract has not already been awarded pursuant to the Invitation for Bid, and,

2.4.3.2. The bid was sent only to the correct email specified in Section address specified in Section 2.3.2 and the delay was due solely to the fault of the Purchaser.

2.4.4. The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing date and time.

2.5. REQUESTS FOR EXTENSION TO THE BID CLOSING DATE

2.5.1. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser Point of Contact indicated in Section 2.6 below. Any request for extension shall be submitted by the respective NATO Delegation or Embassy **no later than fourteen (14) calendar days** prior to the established Bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.6. PURCHASER POINT OF CONTACT

2.6.1. The Purchaser Points of Contact (POC) for all information and questions/clarification requests concerning this Invitation for Bid is:

Ms. Dorina Cani and Mr. Peter Kowalski

E-mail: Dorina.Cani@ncia.nato.int and Peter.Kowalski@ncia.nato.int

- 2.6.2.** Bid Delivery: all bids shall be delivered by email as stated in paragraph 2.3.2. and **only** to that email address.

2.7. REQUESTS FOR IFB CLARIFICATIONS

- 2.7.1.** Bidders, during the solicitation period, are encouraged to seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.7.2.** All questions and requests for clarification shall be forwarded to the Purchaser via email to the email addresses given in § 2.6.1 using the Clarification Request Form template provided in Annex E. All questions and requests must reference the Section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the POCs specified in § 2.6 and shall arrive **not later than twenty-eight (28) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification as noted in §2.7.3.
- 2.7.3.** Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive **not later than fourteen (14) calendar days** before the established Bid Closing Date.
- 2.7.4.** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.7.5.** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB, and may lead to a formal amendment to the IFB. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the IFB. Amendments to the language of the IFB included in the answers, and/or the formal IFB amendment, shall be incorporated by the Bidder in its offer.
- 2.7.6.** The Purchaser reserves the right to reject frivolous clarification requests determined by the Purchaser to be clearly devised or submitted for the purposes of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

2.8. REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1.** Bidders are informed that requests for alteration to, waivers of, or deviations

from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

- 2.8.2.** Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in §2.7. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be considered by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9. AMENDMENT OF THE IFB

- 2.9.1.** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the “*Acknowledgement of Receipt*” (Annex C-6) which the Bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in §2.7 or may be an independent action on the part of the Purchaser.

- 2.9.2.** The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the “Bid Closing Date” at its discretion and such extension will be set forth in the amendment document.

2.10. MODIFICATION AND WITHDRAWAL OF BIDS

- 2.10.1.** Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

- 2.10.2.** Modifications to bids which arrive after the Bid Closing Date will be considered as “Late Modifications” and will be processed in accordance with the procedure set forth above concerning “Late Bids”, except that unlike a “Late Bid”, the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful

Bidder on the basis of the bid submitted and disregard the late modification.

- 2.10.3.** A Bidder may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.11. BID VALIDITY

- 2.11.1.** Bidders shall be bound by the term of their bids for a period of twelve (12) months starting from the Bid Closing Date specified in §2.3.1.
- 2.11.2.** In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3 for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3.** The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in §2.11.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.11.4.** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.11.4.1.** accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or,
- 2.11.4.2.** refuse this extension of time and withdraw the bid without penalty.
- 2.11.5.** Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.12. CANCELLATION OF THE IFB

- 2.12.1.** The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event shall any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this IFB.

2.13. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

- 2.13.1.** The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, normally via electronic mail. All bidders are

consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

- 2.13.2.** Bidders are cautioned that the Purchaser will normally rely exclusively on electronic mail using the email address in paragraph 2.3.2 to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.13.3.** Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. GENERAL

- 3.1.1.** Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2.** Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete may be declared non-compliant.
- 3.1.3.** The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4.** Bidders shall prepare their bid in three (3) parts as follows:
- 3.1.4.1.** Administrative Package (Part 1): Electronic: Scanned PDF copies of the certificates with physical (wet non-digital) signatures of all prescribed certifications. **No** password protection or encryption.
 - 3.1.4.2.** Price Proposal (Part 2): Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Schedule of Supplies and Services as detailed in § 3.3. **No** password protection or encryption.
 - 3.1.4.3.** Technical Proposal (Part 3): Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section §3.4. **No** password protection or encryption.
- 3.1.5.** Documents submitted in accordance with § 3.1.4 shall be classified no higher than "NATO UNCLASSIFIED" material.

- 3.1.6. Partial Bids and/or bids containing conditional statements shall be declared non-compliant.
- 3.1.7. Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.1.8. Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.1.9. Bid language shall be English.

3.2. **PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)**

- 3.2.1. As stated in Para 1.7 above, Bidders are not required to provide a Bid Guarantee with their offers.
- 3.2.2. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures – **set forth in Annex C** hereto, specifically:
 - 3.2.2.1. C-1 Certificate of Legal Name of Bidder
 - 3.2.2.2. C-2 Certificate of Independent
Determination
 - 3.2.2.3. C-3 Certificate of Bid Validity
 - 3.2.2.4. C-4 Certificate of Understanding
 - 3.2.2.5. C-5 Certificate of Exclusion of Taxes, Duties and Charges
 - 3.2.2.6. C-6 Acknowledgement of Receipt of IFB Amendments
 - 3.2.2.7. C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
 - 3.2.2.8. C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
 - 3.2.2.9. C-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions

- 3.2.2.10. C-10 List of Prospective Sub-Contractors / Consortium members
 - 3.2.2.11. C-11 Certificate of AQAP 2110 or ISO-9001:2015 Compliance
 - 3.2.2.12. C-12 List of Key Personnel with Security Clearance Information
 - 3.2.2.13. C-13 Disclosure of Involvement of Former NCI Agency Employment
 - 3.2.2.14. C-14 Bidder Background IPR
 - 3.2.2.15. C-15 List of 3rd Party IPR.
- 3.2.3. Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub- contractors/consortium members involved, the Bidder shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**
- 3.2.4. Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.2.4.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
 - 3.2.4.2. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be fully consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
 - 3.2.4.3. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.3. **PREPARATION OF THE PRICE PROPOSAL (PART 2)**
- 3.3.1. The Price Proposal shall be prepared and submitted in the form of completed Bidding Sheets as directed at 3.1.4.2 and in accordance with IFB Book I, Section 3 and Annexes A and B. No alteration

of the form and pre-filled content of the Bidding Sheets is allowed, except as described in Para 8 of Annex B regarding CLIN 2, customized “Should” have User Stories.

- 3.3.2.** IMPORTANT NOTE: As indicated above, Bidders will be required to tailor their CLIN 2 offer based upon their offered COTS solution. Please see Annex B, Para 8, for detailed instructions on this bidding requirement.
- 3.3.3.** This package must contain the following documentation and media:
 - 3.3.3.1.** One (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) and one (1) PDF copy of the completed Schedule of Supplies and Services provided with this IFB.
 - 3.3.4.** Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.
 - 3.3.5.** Bidders shall submit the Proposal in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
 - 3.3.5.1.** the currency is of a "Participating Country" in the project, and
 - 3.3.5.2.** the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Proposal.
 - 3.3.6.** The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
 - 3.3.7.** The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

- 3.3.8.** Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices Proposal in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices Proposal shall include all costs for items supplied and delivered to final destination.
- 3.3.9.** The Bidder's attention is directed to the fact that their Price Proposal shall contain no document and / or information other than the documents called out in these instructions. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.10.** When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each CLIN line item **including all options provided for this IFB**. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial Proposals shall be rejected. The total price shall be indicated in the appropriate columns and in the currency proposed. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.11.** The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A of these Bidding Instructions.
- 3.3.12.** The Bidder shall furnish firm fixed price Proposals, for all proposed items. Partial Proposals shall be rejected.
- 3.3.13.** The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional part of the contract covered in Work Package 2, 3 & 4.
- 3.3.14.** The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.3.15.** Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

- 3.3.16.** The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the “List of Prospective Sub-Contractors” form attached to Book I Annex C-10.
- 3.3.17.** Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.
- 3.3.18.** WP3 is providing maintenance licenses for Years 2 to 5 for the required Commercial-off-the-shelf (COTS) software components proposed by the Contractor in the Bid.

3.4. PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1.** Bidders shall submit their **Technical Proposal** in an electronic package with separate documents in PDF or MS Office formats as required by Para 3.1.4.3 above, containing all the information addressing the technical specifications and requirements of the **Statement of Work (SOW)**.
- 3.4.2.** The Technical Proposal package file(s) shall not exceed 150 pages when printed on A4 paper (A3 for the RTM).
- 3.4.3.** Times New Roman font in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.4.4.** Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
- 3.4.5.** Requirements Traceability Matrix: The Bidder shall deliver a Requirements Traceability Matrix (RTM), which describes the Solution for each requirement and any Customisation to be applied. This matrix also assigns a complexity to each User Story so as to highlight the development effort for these stories, provided at Annex G. The complexity designation is an unevaluated criteria and is not a factor in the determination of bid compliance, it serves as a verification that the bidder has provided this information. The Bidder shall include the completed Cross-Reference User and System Requirements table from, spreadsheet tab 2, provided in Annex G. The Bidder shall complete Column 4 of the Table, citing the

appropriate section of the Technical Proposal that addresses the User and System Requirements. The completed table serves as an index for the purchaser's Technical Evaluation Panel, ensuring that all the requirements have been addressed in the Technical Proposal.

- 3.4.6.** Initial Architecture Information: Although several architectural documents are to be delivered and reviewed at the Architecture Review milestone (see SOW §4.5.3), early draft versions of some shall be delivered as part of the Technical Proposal to reflect the Bidder's proposed solution on the basis of the requirements in SOW Annexes A & B and all legacy documentation provided by the Purchaser.

- 3.4.7.** The information shall be part of the Technical Proposal:

Information	Notes
Technical Architecture	Draft version covering the technical architecture requirements and the listing of interim environments.
High-level Software Architecture Description	Draft version covering the listing and dependencies of the software components to be used in the solution. This should be compatible with the RTM.
Solution Integration	This section will explain the integration strategy to explain proposed solutions that address environment complexity detailed in Book II- SOW, Annex E
Management of Service delivery	This section will explain in further detail how the proposed solution will support the planning, execution and monitoring of service delivery activities, i.e. time recording, resource management etc.
Possible Future Migration Path to the Cloud	This section will explain and confirm that the solution being proposed is currently commercially offered for the Cloud as well, using automated procedures. This shall also include a Product Roadmap showing the COTS product's expected evolution through the future.
Data Acquisition and Conversion Requirements	Initial Data Migration concept from MS EPM 2010 and other data sources to the new P3SM capability.
Testing Strategy	Draft version that describes how testing will be done in the iterative development phase.

Table 1 – Architecture information included in the Technical Proposal

- 3.4.8.** Description of the Compliance Verification Demonstration: The Technical Proposal shall have a section describing how the compliance verification

of the Bidder's solution will be conducted. Annex F describes what shall be demonstrated and the Bidder shall include information about the demonstration requirements, sequence of User Stories to be demonstrated and any other relevant information. The Purchaser will invite the Bidder to schedule the Demonstration which is required to be carried out within a two week window starting from the time of the invitation. The focus will be on verifying the demo against the bidder's statements in the RTM document – that they align. It is strongly recommended that 2 (two) Key Project members (e.g. Project Manager , Solution Architect) be present for the Demonstration and prepared for short interview.

- 3.4.9.** Project Management Plan: The Bidder shall provide a draft Project Management Plan (PMP) demonstrating the approach of the Bidder to run this project. The main body of the PMP is expected to be completed by the PMR milestone. Drafts of the following annexes to the PMP shall be included in the Bid and shall be used in the Technical Evaluation:
- 3.4.9.1.** Project Master Schedule: The Bidder shall provide a /master schedule that can be used by the Purchaser to understand the implementation sequence and timelines.
- 3.4.9.2.** Product Breakdown Structure: See SOW §2.9.7
- 3.4.9.3.** RAID Log: See SOW §2.9.7. The Bidder shall provide a RAID Log that the Bidder can determine at the time of the Bid from the materials provided by the Purchaser. Any risks that could be foreseen at this time about customizations should be added to the Contractor's initial RAID Log.
- 3.4.10.** Bidder Qualifications. This project is going to implement a P3SM capability, thus the Bidder shall have qualifications demonstrating that they have the technical and managerial skills to guarantee success of this implementation. Thus the following qualifications will be required:
- 3.4.11.** The Bid shall detail the successful experience of the Contractor in the design, delivery, implementation and support of P3SM, with particular emphasis on recent experience – within the last 5 years. The Bidder shall provide:
- 3.4.11.1.** the number of systems deployed / delivered / supported
 - 3.4.11.2.** the purchaser(s) of these systems
 - 3.4.11.3.** the user(s) of these systems
 - 3.4.11.4.** the start date and end date of the Contract
 - 3.4.11.5.** a point of contact.
- 3.4.12.** The Bid shall also include the CVs for the Key Personnel. The proposed Key Personnel have to satisfy the skillset requirements in SOW §5. In order to verify that this is the case, the following information shall be included in the CVs:

- 3.4.12.1.** Relevant successful projects in the last 5 years (dates and phases covered, size, type, reference, role),
- 3.4.12.2.** Expertise in the proposed P3SM COTS implementation.
- 3.4.13.** Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.
- 3.4.14.** Implementation Constraints
 - 3.4.14.1.** The Bidder shall clearly identify in its bid which one of the following COTS products are proposed for implementation:
 - 3.4.14.1.1.** Change Point;
 - 3.4.14.1.2.** Service Now;
 - 3.4.14.1.3.** Planview;
 - 3.4.14.1.4.** Planisware;
 - 3.4.14.1.5.** SmartCore; and
 - 3.4.14.1.6.** Primavera.

SECTION 4 BID EVALUATION

4.1. GENERAL

- 4.1.1.** The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2.** The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3.** The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4.** During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price Proposal at any time.
- 4.1.5.** The Bidder's prompt response to the Purchaser's IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6.** The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.
- 4.1.7.** All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this IFB will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.
- 4.1.8.** The evaluation of offers will be conducted in accordance with NATO Procedures for International Competitive Bidding, One-Step procedure as set forth in the document AC/4-D/2261 (1996 Edition).

4.2. ADMINISTRATIVE CRITERIA

- 4.2.1.** Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:
- 4.2.1.1.** The Bid was received by the Bid Closing Date and Time,
 - 4.2.1.2.** The Bid was packaged and marked properly (as per §3.5).
 - 4.2.1.3.** The Administrative Package contains all the requested signed originals of the required Certificates in Annex C hereto.
- 4.2.2.** A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3.** If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and / or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3. PRICE CRITERIA**4.3.1. The Bidder's Price Proposal**

- 4.3.1.1.** The Bidder's Price Proposal will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.1.2.** The Price Proposal meets the requirements for preparation and submission of the Price Proposal set forth in the Bid Preparation Section (§3) and the Instructions for Contractor's Bidding Sheets (Annex B hereto), in particular:
 - 4.3.1.2.1.** The Bidder has prepared the Price Proposal in the form of the Bidding Sheets provided under Annex A of these Bidding Instructions, by completing the yellow highlighted sections in accordance with the instructions specified in Annex B.
 - 4.3.1.2.2.** The Bidder has furnished Firm Fixed Prices for all items listed.
 - 4.3.1.2.3.** All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
 - 4.3.1.2.4.** Bid prices include all costs for items supplied, delivered, and supported.
 - 4.3.1.2.5.** All prices have been accurately entered into appropriate columns, and accurately summed up.

- 4.3.1.2.6. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- 4.3.1.2.7. The totals per CLIN and the bid grand total are accurate.
- 4.3.1.2.8. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- 4.3.1.2.9. The Bidder has proposed in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are proposed, the conditions of §3.3.4 are met.
- 4.3.1.2.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.3.1.2.11. Price Proposals for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.
- 4.3.1.3. Price Proposal does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 4.3.1.4. The Price Proposal meets requirements for price realism and balance as described in §4.3.4.
- 4.3.1.5. Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 **Basis of Price Comparison**

- 4.3.2.1. The Purchaser will convert all prices proposed into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.3.2.2. The price comparison will be based on the offered **Grand Total Firm fixed Price = Base Contract + All Evaluated Options** in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price Proposal

4.3.3.1. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion, to obtain clarification from the bidder for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

4.3.3.1.1. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder,

4.3.3.1.2. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).

4.3.4 Price Realism

4.3.4.1 Otherwise successful Bidders that submit a price Proposal so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

4.3.4.2 Indicators of an unrealistically low bid may be the following, amongst others:

4.3.4.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.

4.3.4.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

4.3.4.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.3.4.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

a. An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs

of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- c. The Bidder recognises that the submitted Price Proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.3.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4.3.4.3 (a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4.3.4.3 (c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4.3.4.3 (b), no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4. TECHNICAL CRITERIA

- 4.4.1.** Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria in Table 2 associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	IFB REFERENCE
<p>Compliance with Requirements</p> <ol style="list-style-type: none"> 1. The Bidder shall deliver the Requirements Traceability Matrix (RTM) (see Annex G) providing a response for all User Stories covered in SOW Annexes A&B. 2. The RTM shall clearly indicate how each requirement is going to be fulfilled (e.g. out-of-the-box with COTS, own COTS customisation or 3rd Party COTS). It shall also include a “complexity” value for User Stories using a scoring method that the Bidder has selected and documented in their Technical Proposal. The complexity designation is not a proposal compliance criteria. 3. All Must Have and Should Have User Stories shall be delivered, either through the COTS solution(s) offered or by customization. The Purchaser will consider a bid as non-compliant if less than either 90% of Must Haves or 70% of Should Haves cannot be met through configuration of the proposed COTS solution, i.e. without customization. The 13 User Stories related to integration with external systems, i.e. Oracle EBS, are excluded from this compliancy target as these are all considered as being met through customizations. 4. Any “Should” User Story identified as requiring customization will be firm fixed price as an evaluated option, - CLIN 2 of the Bidding Sheets. In order to be compliant, the number of customized “Should” User Stories proposed by the Bidder in CLIN 2 shall not exceed 30% of the “Should” User Stories. 5. Annex G, Tab 2 Cross-reference for the User and System Requirements have been completed. The table serves as an index during evaluation to ensure that all the requirements has been provided in the Technical Proposal. All Must have requirements shall be fulfilled in order for a bid to be declared as compliant. 	<p>Book I, §3.4.5, Book I Annex G SOW Annex A, SOW Annex B,</p>
<p>Compliance Verification Demonstration</p> <ol style="list-style-type: none"> 1. The Technical Compliance evaluation includes a compliance verification stage implementing a demonstration of a selected subset of User Stories listed in Annex F (the full description of these User Stories are in SOW, Annexes A&B). 2. The Technical Proposal shall include a brief description of the Compliance Verification demonstration and the Bidder shall be prepared to deliver the demonstration without delay, within 2 week notification. The focus will be on verifying the demo against the bidder’s statements in the RTM document – that they align. It is strongly recommended that 2 key Project members (e.g. Project Manager , Solution Architect) must be present for the Demonstration as stipulated in Annex F. 	<p>Book I, §3.4.8 Book I, Annex F SOW Annex A SOW Annex B</p>
<p>Possible Future Migration Path to the Cloud</p> <ol style="list-style-type: none"> 1. The Bidder shall propose a technical solution which is commercially available as a Cloud-based solution and has a migration path from on premise to the Cloud, utilizing automated procedures. 2. The Technical Proposal shall have a section explaining how these items are covered in the Bidder’s proposal and shall include a Product Roadmap showing the COTS product’s expected future evolution. This is not an evaluated criteria, only for informational purposes. 	<p>Book I, §3.4.7 SOW Annex A, requirement P3SM_TECH_153</p>

<p>Initial Architecture</p> <p>1. The Bidder shall have provided an initial architecture captured in documents as described in §3.4.8. These documents will later be developed further within the project and final versions delivered for the Architecture Milestone (SOW §4.5). The Architecture proposed shall be consistent with the solution declared in the Requirements Traceability Matrix (Annex G) and shall be coherent as an architecture.</p> <p>2. Implementation Constraints</p> <p>The Bidder shall identify in its bid which one of the following products shall be implemented: (a) Change Point; (b) Service Now; (c) Planview; (d) Planisware; (e) SmartCore; and (f) Primavera.</p>	<p>Book 1, §3.4.7 SOW §3.2, §4.4, §4.5</p> <p>SOW §1.8.2</p>
<p>Project Management Plan</p> <p>1. The Bidder shall have provided a PMP that satisfies the requirements mentioned in §3.4.9 and demonstrates that the Bidder has a clear approach and plan to deliver the products in scope.</p>	<p>Book I, §3.4.9 SOW §2.9</p>
<p>Bidder Qualifications</p> <p>1. The Bidder shall have provided the Qualifications, i.e. experience and Key Personnel / Core Team CVs, as described in §3.4.10.</p>	<p>Book I, §3.4.10 SOW §2.4.2 SOW Section 5</p>
<p>Constraint on the total number of pages</p> <p>1. The Technical Proposal package shall not exceed 150 pages.</p>	<p>§3.4.2</p>

Table 2 – Criteria for Technical Evaluation

ANNEX A – BIDDING SHEETS

[Provided under separate MS Excel File:
*"2_NU-IFB-CO-115226-EBA R4_Book I - Bidding
Sheets FINAL.xls"*]

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. Bidders are required, in preparing their Price Proposal to utilise the Bidding Sheets following the instructions detailed in Section 3 – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN as found in the “CLIN Summary” tab of Annex A.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency of the Proposal.
5. The value “Grand Total Firm Fixed Price – Base Contract” found in the Tab “Offer Summary” shall be the price of the base Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The bidder shall identify the sub-CLIN, per line item, in the detailed bidding sheet tabs, i.e. Labour, Materiel, Travel and Other Direct Costs that are being priced.
8. **IMPORTANT NOTE**: CLIN 2, WP2 (Option-Evaluated), requires the Bidder to identify and firm fix price any and all “Should Have” User Stories from the Requirements Traceability Matrix (Annex G) which cannot be delivered without customization. The Bidder shall insert, as is necessary, the specific User Story Identifiers in the Description column of the CLIN Summary Tab of the Book I Bidding Sheets. Each User Story in this section must be firm fixed priced individually. The purpose of this is to provide the Purchaser with flexibility to choose, if and when, the Purchaser finds it necessary, to exercise one or more of the “Should Have” Customized User Stories based upon the needs of the Purchaser during contract performance. A notional example of bid tailoring is provided below for a Bidder who identified that his offered COTS solution requires four (4) customisations for “Should Have” User Stories.

CLIN	Description	SOW Reference	Quantity	Unit Price	Total Firm Fixed Price	Option Exercise Validity Period
				Declare Currency =>	Euro	
2	WP2 (OPTION-EVALUATED) - Should have User Stories requiring customization	Annex B & G	See below			
2.1	User Story ID P3SM_US_0117	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
2.2	User Story ID P3SM_US_0203	Annex B & G	1	2500.00-	2500.00-	From EDC through PSA
2.3	User Story ID P3SM_US_0203	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
2.4	User Story ID P3SM_US_0203	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
TOTAL PRICE CLIN 2					7000.00	

9. In accordance with the bid compliance requirements, as stated in para 4.4, Bidders shall introduce no more than 30% customized “Should Have” User Stories into Option CLIN 2.

10. Bidders shall only provide the User Story identifier and its firm fixed price in the bidding sheet. No other descriptive, context, caveats or explanation shall be inserted.

11. The term Option Exercise Validity Period in the CLIN Summary Tab of Book I Bidding Sheets, signifies the Purchaser’s window of opportunity to exercise that particular option.

12. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

13. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

14. Bidders shall fill the “Materiel” tab of the Bidding Sheets (Annex A) for any Software Component in their proposed solution. The Total Annual Maintenance License costs for these additional components for 4 years after PSA+1 year and the full Operations & Maintenance costs for 5 years after PSA shall be shown in CLIN 2.

15. Procurement costs for all components used in the proposed solution shall be included in CLIN 1.13.

16. 1st year maintenance licence costs for all components used in the proposed solution shall be included in CLIN 1.14.

ANNEX C – CERTIFICATES

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ANNEX C-1

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____

Date

Signature of Authorized Representative

Printed Name

Title

Company

ANNEX C-2**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX C-3**CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this IFB.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(Company Name) has
read and fully understands the requirements of this IFB and that the Bid
recognises these requirements in total.

I also certify to the best of my expert knowledge that this Bid is within the "state
of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price Proposal of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6**ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS**

I confirm that the following Amendments to IFB-CO-115226-EBA R4 have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY
EXECUTION OF SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of
.....(*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows:

3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).

5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB.

6 We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it will perform the contract subject to the following conditions:

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

ANNEX C-9**COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL
PROVISIONS AND GENERAL PROVISIONS**

The Bidder hereby certifies that it has reviewed the Contract Special and General Provisions set forth in the Prospective Contract, Book II of this IFB. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this IFB.

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX C-10**LIST OF PROSPECTIVE SUB-CONTRACTORS / CONSORTIUM
MEMBERS**

Name and Address of Sub- Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub- Contract

If no sub-Contractors/consortium members are involved, state this here:

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified.

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12**LIST OF KEY PERSONNEL AND SECURITY CLEARANCE INFORMATION**

Name	Role	Clearance Level	Dates of Validity	Certifying Authority	Expected date of release of required Security Clearance

ANNEX C-13**Disclosure of Involvement of Former NCI Agency Employment**

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that its personnel working as part of the company's team, at any tier, preparing the Bid:

- ☐ Have not held employment with NCI Agency within the last two years.
- ☐ Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date :

Signature :

Name & Title :

Company :

Bid Reference :

(ANNEX C-13 Cont'd next 3 pages)**Excerpt of NCI Agency AD. 05.00, NCIA Code of Conduct dated May 2017.****Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As

part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and

requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX C-14**BIDDER BACKGROUND IPR**

The Bidder Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in Clause 11 of Prospective Contract Special Provisions.

ANNEX C-15**LIST OF 3rd PARTY IPR**

The 3rd Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the IPR specified above necessary to perform the Bidder's obligations under the Contract.

The 3rd Party IPR stated above complies with the IPR terms as specified in the prospective contract.

ANNEX D – CROSS-REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table (in MS Word format) is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph §3.4, and will be evaluated according to the instructions in paragraph §4.4.

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
§3.4.5, §3.4.6 Annex G	§3.3.2 Annex A Annex B	<p>Compliance with Requirements</p> <p>The Bidder shall deliver the filled Requirements Traceability Matrix (RTM) using the template provided in Annex G In order to be compliant, the proposal shall cover all requirements in SOW Annexes A & B; on all tabs “RTM” and Tab 2 Cross-reference for the User and System Requirements”</p> <p>The RTM shall clearly indicate how each requirement is going to be fulfilled (e.g. COTS out-of-the-box, COTS with configuration, customisation). It shall also include a “complexity” value for User Stories using a scoring method that the Bidder has selected and documented in their Technical Proposal.</p> <p>The Bidder shall reference all the customized “Should” have User Stories in CLIN 2 of the Book 1 Bidding Sheets.</p>	<i>Bidder to complete</i>
§3.4.8 Annex G	Annex A Annex B	<p>Compliance Verification Demonstration</p> <p>As part of the Technical Compliance evaluation stage, the Bidder shall provide a compliance verification demonstration implementing a selected subset of User Stories listed in Annex F (The full description of these use stories are in SOW, Annexes A&B).</p> <p>The Demonstration scope and procedures are described in Annex F. The</p>	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		Technical Proposal shall have a brief description of the Demonstration and the Bidder shall be prepared for it when asked during the Bid Evaluation period.	
§3.4.8	§3.3.2 Annex A, Requirement P3SM_Tech_153	Possible Future Migration Path to the Cloud The Bidder shall propose a technical solution which <ul style="list-style-type: none"> • is commercially available as a Cloud-based solution • has a migration path from on-premise to the Cloud, utilizing automated procedures The Technical Proposal shall have a section explaining how these items are covered in the Bidder's proposal.	<i>Bidder to complete</i>
§3.4.7 – 3.4.8	§1.8.2 §3.3, §4.4, §4.5	Initial Architecture The Bidder shall have provided an initial architecture captured in documents as described in §3.4.7. These documents will later be developed further within the project and final versions delivered for the Architecture Milestone (SOW §4.4, §4.5). The Architecture proposed shall be consistent with the solution declared in the Requirements Traceability Matrix and shall be coherent as an architecture. The technical proposal shall have a section explaining how the Architecture information in table 1 described in 3.4.8 are covered in the Bidder's proposal, paying close attention to Solutions Integration and Management of Service Delivery Implementation Constraints The Bidder shall identify in its bid which one of the following products shall be implemented: (a) Change Point; (b) Service Now; (c) Planview; (d) Planisware; (e) SmartCore; and (f) Primavera.	<i>Bidder to complete</i>
§3.4.10	§2.9	Project Management Plan The Bidder shall have provided a PMP that satisfies the requirements mentioned in §3.4.10 and demonstrates that the Bidder has a clear approach and plan to deliver the products in scope.	<i>Bidder to complete</i>
§3.4.11	§2.4.2	Bidder Qualifications	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
	Section 5	The Bidder shall have provided the Qualifications (experience and Key Personnel-Core Team CVs) as described in §3.4.10. The Purchaser conducts short interviews with the Key Personnel during the evaluation and the interviews end with the Bidder Core Team demonstrating that they have the required skillsets and experience	
	§1.8.2.2	Constraint on Total Project Duration The Bidder shall have a Proposal which completes the implementation (full scope) within a maximum of 12 months.	<i>Bidder to complete</i>

ANNEX E – CLARIFICATION REQUEST FORMS**INSERT COMPANY NAME****INSERT SUBMISSION DATE****HERE**

ADMINISTRATION or CONTRACTING					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
P.1					
P.2					
P.3					

INSERT COMPANY NAME

HERE

INSERT SUBMISSION DATE

HERE

TECHNICAL					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
T.1					
T.2					
T.3					

ANNEX F – SCOPE OF THE TECHNICAL COMPLIANCE VERIFICATION DEMONSTRATION

The Bidder shall demonstrate the User Stories in Table 3 as part of the Purchaser's bid evaluation process. The Purchaser will inform the Bidder 2 weeks in advance to set up the Demonstration. In principle these User Stories are most critical from the Purchaser perspective and are expected to be available in the COTS product used for the P3SM solution so that they should be readily demonstrable.

The Demonstration serves as a compliance criterion, thus demonstrating successfully all of the stories in Table 3. The Demonstration will be delivered via remote meeting technology (e.g. Microsoft Teams, Zoom, Google Meets, etc.).

It is strongly recommended that the Core Team (key personnel) as listed by the Bidder in the proposal deliver the Demonstration albeit with support from a wider team if required.

The Technical Proposal shall have a description of the Demonstration plan with a sequence and any other details required to understand the demonstration better.

Story ID	Story Name
P3SM_US_0101	Create Project/Service Plan from Template
P3SM_US_0102	Create Project/Service Plan from existing project
P3SM_US_0104	Manage Collaborative Project Workspace (CPW)
P3SM_US_0106	Support Earned Value Management
P3SM_US_0112	Manage Project Schedules with Graphical User Interface
P3SM_US_0114	Manage Milestones
P3SM_US_0137	Manage Baselines
P3SM_US_0139	Track Project Performance
P3SM_US_0147	Report Project Plan Quality Indicators
P3SM_US_0204	Assign Selected Resources
P3SM_US_0206	Manage Resourcing Workflow
P3SM_US_0208	Track Resource Assignments
P3SM_US_0209	Display Resource Availability
P3SM_US_0213	Analyse Workload
P3SM_US_0301	Enable / Disable Time Booking
P3SM_US_0302	Approve / Reject Time Bookings
P3SM_US_0303	Book Time
P3SM_US_0304	Book Time via Mobile Device
P3SM_US_0306	Approve or Reject Timesheet
P3SM_US_0313	Provide Over-booking Warning
P3SM_US_0314	Restrict Time Booking
P3SM_US_0403	Track Cost, Schedule and Resources for Portfolio
P3SM_US_0507	Monitor Programme
P3SM_US_0701	Perform What-If Analysis based on Milestones
P3SM_US_0702	Perform What-If Analysis based on Resources
P3SM_US_0707	Prepare Workload-Work Capacity Report
P3SM_US_0710	Create and Manage Dashboards
P3SM_US_1101	Identify and Register Risks

Table 3 – User Stories to be implemented for the Demonstration

ANNEX G – REQUIREMENTS TRACEABILITY MATRIX

The Requirements Traceability Matrix (RTM) template is provided separately as an MS Excel document (2a_NU_IFB-CO-115226-EBA R4_Book I-Bidding-Annex G-Requirements Traceability Matrix FINAL.xlsx)

INVITATION FOR BID

IFB-CO-115226-EBA



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**ENTERPRISE BUSINESS APPLICATIONS (EBA)
RELEASE 4 – REPLACEMENT OF MS EPM 2010**

BOOK II

Prospective Contract

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Original No. ____ of 2

NCI Agency Contract CO-115226-EBA R4

between

NATO Communications and Information Organisation

**- represented by the General Manager, NATO
Communications and Information Agency -**

**Boulevard Leopold III
B-1110 Brussels
Belgium**

and

[TBD]

**Enterprise Business Applications (EBA)
Release 4 – Replacement of MS EPM 2010**

Effective Date: [TBD]

Total Contract Value: [TBD]

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SIGNATURE SHEET

IN WITNESS WHEREOF the parties hereto have caused this agreement
to be executed by their duly authorised officers on the date shown hereunder:

FOR THE CONTRACTOR:	FOR THE PURCHASER:
<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Signature</p>
<p>.....</p> <p>Printed Name</p>	<p>.....</p> <p>Printed Name</p>
<p>.....</p> <p>Title of Signer</p>	<p>.....</p> <p>Title of Signer</p>
<p>.....</p> <p>Date</p>	<p>.....</p> <p>Date</p>

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PART II - CONTRACT SPECIAL PROVISIONS.....

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PART IV – STATEMENT OF WORK AND ANNEXES.....



CONTRACT CO-115226-EBA R4

**ENTERPRISE BUSINESS APPLICATIONS (EBA)
RELEASE 4 – REPLACEMENT OF MS EPM 2010**

PART I - CONTRACT SCHEDULES

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Currency =>		
Grand Total Firm fixed Price - Base Contract		-
Grand Total Firm fixed Price - Base Contract + Options		-
CLIN 1	WP1 (BASE) - Implement EBA R4 P3SM	-
Total Firm Fixed Price Base Contract		-
CLIN 2	WP2 (OPTION) - Should Have User Stories requiring customization	-
CLIN 3	WP3 (OPTION) - Operations & Maintenance Support for EBA R4 P3SM	-
Total Firm Fixed Price Options		-
CLIN 4	WP4 (OPTION) - SaaS Delivery	-
Total Firm Fixed Price Including All Unexercised Options		-

IFB-CO-115226-EBA R4 CLIN Summary											
BASE CONTRACT											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Comments	Option Exercise Validity Period
Currency =>											
1	WP1 (BASE) - Implement EBA R4 P3SM	1.7	PS to PE	See below	See below	See below	See below				
1.1	Joint Design & Architecture Blueprint exercise	1.7	PS to PE	See below	See below	See below	1	-	-		N/A
1.2	Project Management Plan Preparation and Review	4.3	PMR	Website	Online	Lot	1	-	-		N/A
1.3	Initial Architecture Vision Preparation	4.4	AR	Website	Online	Lot	1	-	-		N/A
1.4	Iterative Development for EBA P3SM	3	AR to DRR-2	Website	Online	Lot	1	-	-		N/A
1.5	Preparation and Review for Deployment of P3SM Release 1	4.5	ARR to DRR-1	Website	Online	Lot	1	-	-		N/A
1.6	Deploy and Go Live with P3SM Release 1	4.6	DRR-1 to PSA	Website	Online	Lot	1	-	-		N/A
1.7	Provide Post-Go-Live On-Site Support for P3SM Release 1	3	PSA to PSA+3 months	Website	Online	Lot	1	-	-		N/A
1.8	Operations & Maintenance Support for P3SM release 1	3.9.7	PSA to FSA	Website	Online	Lot	1	-	-		N/A
1.9	Preparation and Review for Deployment of P3SM Release 2	4.5	DRR-1 to DRR-2	Website	Online	Lot	1	-	-		N/A
1.10	Deploy and Go Live with P3SM Release 2	4.6	DRR-2 to FSA	Website	Online	Lot	1	-	-		N/A
1.11	Provide Post-Go-Live On-Site Support for P3SM Release 2	3	FSA to FSA+3 months	Website	Online	Lot	1	-	-		N/A
1.12	1 year warranty	3.9.7	FSA to FSA+1 year	Website	Online	Lot	1	-	-		N/A
1.13	Procurement of COTS licenses	1.7.2	PSA	Website	Online	Lot	1	-	-		N/A
1.14	1st Year Maintenance Licenses	1.7.2	PSA	Website	Online	Lot	1	-	-		N/A
TOTAL PRICE CLIN 1									-		
Total Firm Fixed Price- Base Contract									-		

OPTIONS											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Comments	Option Exercise Validity Period
Currency =>											
2	WP2 (OPTION) - Should Have User Stories requiring customization	Annex B & G	FSA	See below	See below	See below	See below				
2.1	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.2	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.3	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.4	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.5	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.6	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.7	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.8	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.9	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.10	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.11	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.12	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.13	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.14	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.15	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.16	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.17	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
2.18	User Story ID P3SM_US #####	Annex B & G	FSA	Website	Online	Lot	1	-	-		From EDC through PSA
TOTAL PRICE CLIN 2									-		
3	WP3 (OPTION) - Operations & Maintenance Support for EBA R4 P3SM	1.7.2	FSA to FSA+ 5 yr	See below	See below	See below	See below				
3.1	1st Year Operations & Maintenance Support	1.7.2	FSA+1 yr	Website	Online	Lot	1	-	-		From FSA through end of contract
3.2	2nd Year Maintenance Licenses	1.7.2	FSA+1 yr	Website	Online	Lot	1	-	-		From FSA through end of contract
3.3	2nd Year Operations & Maintenance Support	1.7.2	FSA+1 yr to FSA+2 yr	Website	Electronic	Lot	1	-	-		From FSA through end of contract
3.4	3rd Year Maintenance Licenses	1.7.2	FSA+2 yr	Website	Online	Lot	1	-	-		From FSA through end of contract
3.5	3rd Year Operations & Maintenance Support	1.7.2	FSA+2 yr to FSA+3 yr	Website	Electronic	Lot	1	-	-		From FSA through end of contract
3.6	4th Year Maintenance Licenses	1.7.2	FSA+3 yr	Website	Online	Lot	1	-	-		From FSA through end of contract
3.7	4th Year Operations & Maintenance Support	1.7.2	FSA+3 yr to FSA+4 yr	Website	Electronic	Lot	1	-	-		From FSA through end of contract
3.8	5th Year Maintenance Licenses	1.7.2	FSA+4 yr	Website	Online	Lot	1	-	-		From FSA through end of contract
3.9	5th Year Operations & Maintenance Support	1.7.2	FSA+4 yr to FSA+5 yr	Website	Electronic	Lot	1	-	-		From FSA through end of contract
TOTAL PRICE CLIN 3									-		

SaaS Delivery OPTIONS											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Comments	Option Exercise Validity Period
Currency =>											
4	WP4 (OPTION) - SaaS Delivery	3.2.2.1	TBN* @ Exercise	See below	See below	See below	See below				
4.1	Procurement of SaaS subscription (cost per year)	3.2.2.1	TBN @ Exercise	Website	Online	Lot	1	-	-		from EDC through end of contract
4.2	Migration from on premis to Cloud based solution	3.2.2.1	TBN @ Exercise	Website	Online	Lot	1	-	-		from EDC through end of contract
4.3	Exit Strategy implementation	3.2.2.3	TBN @ Exercise	Website	Online	Lot	1	-	-		from EDC through end of contract
TOTAL PRICE CLIN 4									-		

*TBN = To Be Negotiated

IFB-CO-115226-EBA R4 MILESTONE IMPLEMENTATION SCHEDULE	
Milestone	Required Completion Date
Start of Project	EDC
Project Kick-Off Meeting (KCK)	EDC + 1wk
Project Management Review (PMR)	EDC+1 month
Joint Design & Architecture	EDC+ 2 months
Architecture Review (AR)	EDC+3 months
Deployment Readiness Review 1 (DRR-1)	EDC+5 months
Partial System Acceptance (PSA)	EDC+6 months
Deployment Readiness Review 1 (DRR-2)	EDC+9 months
Final System Acceptance (FSA)	EDC+11 months
End of Project	EDC+12 months

EDC=Effective Date of Contract

IFB-CO-115226-EBA R4 Contract Payment Schedule														
CLIN	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11	1.12	1.13	1.14
Milestone / Date														
AR	90%	90%	90%										50%	
DRR-1				25%	70%	70%			50%				25%	
DRR-2				25%					50%	50%				
PSA	5%	5%	5%	50%	15%	15%	20%	20%					25%	75%
FSA	5%	5%	5%		15%	15%	60%	60%		25%				25%
FSA+3 Months							20%	20%		25%	100%	25%		
FSA+6 Months												25%		
FSA+9 Months												25%		
FSA+12 Months												25%		
TOTAL	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Acronyms	Meaning													
KCK	Kick-off meeting													
PMR	Project Management Review													
AR	Architecture Review													
DRR-1	Deployment Readiness Review 1													
DRR-2	Deployment Readiness Review 2													
PSA	Partial System Acceptance													
FSA	Final System Acceptance													
PE	Project End													
Detailed explanation of the Milestones is in the Statement of Work, Chapter 4														

IFB-CO-115226-EBA R4 Payment Schedule (options)														
CLIN	2	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	4.1	4.2	4.3	N/A
Milestone / Date														
DRR-2	50%													
FSA	25%	100%												
FSA+3 Months	25%													
Beginning Year 2			100%	100%										
Beginning Year 3					100%	100%								
Beginning Year 4							100%	100%						
Beginning Year 5									100%	100%	*	*	*	
TOTAL	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	N/A

(*) = to be negotiated at option exercise



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**ENTERPRISE BUSINESS APPLICATIONS (EBA)
RELEASE 4 – REPLACEMENT OF MS EPM 2010**

IFB-CO-115486-P3SM

PART II

CONTRACT SPECIAL PROVISIONS

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PART II – CONTRACT SPECIAL PROVISIONS

1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCIA CONTRACT GENERAL PROVISIONS

- 1.1 Clause 5 “Pricing of Changes, Amendments and Claims” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the NCI Agency Contract General Provisions.
- 1.2 Clause 7 “Participating Countries” supplements Clause 9 “Participating Countries” of the NCI Agency Contract General Provisions.
- 1.3 Clause 8 “Acceptance Procedures” augments Clause 21 “Inspection and Acceptance of Work” and Clause 22 “Inspection and Acceptance of Documentation” of the NCI Agency Contract General Provisions.
- 1.4 Clause 9 “Commercial Off the Shelf (COTS) IPR” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.5 Clause 10 “Liquidated Damages” replaces Clause 38 “Liquidated Damages” of the NCI Agency Contract General Provisions.
- 1.6 Clause 11 “Background IPR” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.7 Clause 14 “Warranty” augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract General Provisions.
- 1.8 Clause 18 “Ownership and Title” augments Clause 14 “Ownership and Title” of the NCI Agency Contract General Provisions.
- 1.9 Clause 19 “Security” augments Clause 11 “Security” of the NCI Agency Contract General Provisions.

2. SCOPE

- 2.1. The purpose of this Contract is to implement a robust P3SM capability and to integrate with other components of the NCI Agency EBA capabilities. EBA is based on Commercial-Off-the-Shelf (COTS) Products, with a primary component being Oracle E-Business Suite (Oracle EBS), version 12.2.6.
- 2.2. The scope of the project is foreseen to be implemented in one work package with options for subsequent work packages:

- WP1 (Base Contract) covers the main implementation of P3SM inclusive of configuration, initial procurement of COTS licenses and 1st year of maintenance licenses, which forms the Base Contract.

Optional Work Packages which may be exercised by the Purchaser are as follows:

- WP2 (option), covers the Bidders specified “Should Have” User Stories that require custom development in order to fully meet the Purchaser’s requirement.
- WP3 (option) covers the Operations & Maintenance Support and the Software Licenses.
- WP4 (option) covers the P3SM solution for Procurement of SaaS subscription (cost per year) as well as the migration scope from on premise to Cloud based solution and exit strategy.

3. FORCE MAJEURE

- 3.1. If the performance of this Contract, or any obligation hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labour disputes, war or other violence, including acts of terrorism, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act, event or condition whatsoever beyond the reasonable control of the affected Party, and which renders the performance of the Contract impossible, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

4. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 4.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 4.2. The specifications set forth the performance requirements for the Contractor’s proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor’s proposed design for the work, the Contractor hereby warrants that the work to be

delivered will meet or exceed the performance requirements of the said specifications.

- 4.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 4.4. Notwithstanding Clause 16 (“Changes”) of the General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

5. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 5.1. Contractor’s pricing proposals for Changes, Amendments and Claims shall be priced in accordance with the schedules of forward labour rates which were submitted in the Contractor’s bid incorporated in the Contract by reference, and by the Purchaser’s Pricing Principles as stated in the Annex to the Contract General Provisions;
- 5.2. The Contractor shall be bound by their bid stated labour rates for the entire duration of this Contract.

6. PURCHASER OPTIONS

- 6.1. Any Contract Line Items identified in the Contract Schedule of Supplies and Services as Options are to be intended as options to be exercised by the Purchaser and at its sole discretion. The Purchaser shall have the right to exercise any of the listed priced options during the validity period as specified in the Schedule of Supplies and Services.
- 6.2. Options may be exercised by the Purchaser in writing and confirmed in a formal Contract Amendment.
- 6.3. In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser’s Contracting Authority.

- 6.4. Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall reflect a minimum validity period as specified by the Purchaser when requesting the price quotation.
- 6.5. The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

7. PARTICIPATING COUNTRIES

- 7.1. The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations, namely, (in alphabetical order):
ALBANIA, BELGIUM, BULGARIA, CANADA, COATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NORTH MACEDONIA, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 7.2. None of the work, including project design, labour and services, shall be performed other than by firms from and within Participating Countries.
- 7.3. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 7.4. The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

8. ACCEPTANCE PROCEDURES

- 8.1. "Acceptance" is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that the sprints and subsequent baseline releases, or individual CLINs, are "complete" in accordance with the criteria and definitions in Section 2 and Section 3 of the Statement of Work, and that Contract Deliverables are complete or have been performed according to the requirements set forth.
- 8.2. Contract payment milestones, as designated in the Schedule of Supplies and Services, shall only be considered as complete and eligible for payment when all milestone entry and exit criteria, and any works or events as defined in this contract as associated and underlying the payment milestone has been formally delivered and acknowledged as completed by the Purchaser. Payment

milestones shall only be considered as confirmed and fully achieved when the Purchaser has advised the Contractor formally in writing that all conditions necessary for milestone completion have been successfully met.

- 8.3. Purchaser review and acceptance procedures specific to contract documentation to be submitted by the Contractor are as described in Section 6 of the Statement of Work, “Documentation Requirements”.

9. COMMERCIAL OFF THE SHELF (COTS) IPR

- 9.1. The Contractor warrants that the Purchaser shall have all licensing rights to use the COTS software product(s) in accordance with the contract Statement of Work. The Contractor shall not make any statement limiting the Purchaser's right in any subsequent licensing arrangement.

10. LIQUIDATED DAMAGES

- 10.1. This Clause replaces Clause 38 of the Contract General Provisions.
- 10.2. If the Contractor fails to deliver and obtain Purchaser acceptance of the payment milestones, or to acceptably perform the services or to execute the work and meet all the performance requirements detailed in the Schedule of Supplies and Services and Statement of Work, in a timely manner in accordance with the contract and at the time deadlines specified in the Schedule of Supplies and Services and Statement of Work of this Contract, or any extension thereof, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser fixed and agreed liquidated damages of 0.5% (one-half per cent) per day of the total value of the unaccepted/delayed Contract payment milestone as set forth in the Schedule, but never less than an accumulated total of 100 EUR (One Hundred Euro) per day until full delivery and/or acceptable performance of the milestone and associated services.
- 10.3. In addition, the Purchaser may terminate this Contract in whole or in part, as provided in Para 39.1 of Clause 39 – “Termination for Default” of the Contract General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in Para 39.5.
- 10.4. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Para 39.6 of Clause 39 – “Termination for Default” of the Contract General Provisions. In such event, subject to the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of fact justify an extension.
- 10.5. Liquidated damages under 10.2 shall be payable to the Purchaser from first day of delinquency and shall accrue at the rate specified in Para 10.2 to 15% of the value of each delinquent payment milestone individually with a minimum

aggregated sum of all delinquent items of 3,000 EUR (Three Thousand Euro). The combined value of liquidated damages under 10.2 shall not exceed a maximum aggregated sum of 10% of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice to the Contractor being required.

- 10.6. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- 10.7. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices;
- 10.8. By proceeding against any surety;
- 10.9. By reclaiming such damages through appropriate legal remedies.
- 10.10. The Contractor acknowledges that any sums payable under this Clause are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.
- 10.11. The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

11. BACKGROUND IPR

- 11.1. This Clause hereby supplements Clause 30 ("Intellectual Property") of the contract General Provisions and is not applicable to any COTS software products to be implemented under this project.
- 11.2. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable license to use and authorise others to use any Background IPR for the purpose of exploiting or otherwise using the Foreground IPR and/or using the P3SM system.
- 11.3. Any use of Background IPR as stated in Annex A and Annex B of the Contract Special Provisions is not limited to the number of users or the number of licenses required by the Contract for the use of the system. The Purchaser reserves the right to use the Background IPR as stated in Annex A and Annex B for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 11.4. The Contractor confirms that the products listed in Annex A and B of these Special Provisions is a correct, exhaustive, and complete listing as of the time of Contract signature. The Contractor shall promptly notify the Purchaser in writing should the list of products need updating or correction, and the Contract shall be amended accordingly.

12. INDEPENDENT CONTRACTOR

- 12.1. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 12.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor staff performing under this Contract are not eligible for any privileges & immunities or NATO employee benefits.

13. INVOICES AND PAYMENT

- 13.1. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 13.2. The Contractor shall be entitled to submit invoices as shown in the “Tab 4 Payment Schedule ” Tab in the Schedule of Supplies and Services.
- 13.3. Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 13.4. The Purchaser is released from paying any interest to the Contractor resulting from any reason whatsoever.
- 13.5. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- 13.6. Contract number CO-115226-P3SM
- 13.7. Purchase Order numbers: [TBD];
- 13.8. Contract Amendment number (if any);
- 13.9. Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services
- 13.10. Bank Account details for international wire transfers.
- 13.11. The invoice shall contain the following certificate: *“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”* The certificate shall be signed by a duly authorised company official on the designated original
- 13.12. Invoices referencing “CO-115226-P3SM/ PO [TBD] shall be submitted in electronic format to: accountspayable@ncia.nato.int, with an electronic copy to

the Purchaser's Contracting Officer at the email address specified at the Para 4.6 of these Special Contract Provisions.

- 13.13. The Purchaser shall make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

14. WARRANTY

- 14.1. The Contractor warrants to the Purchaser that all deliverables furnished hereunder will be merchantable, free from defects in design, material and workmanship, fit and sufficient for the purposes intended by the Purchaser, free from all liens and encumbrances and will strictly conform to and perform in accordance with applicable specifications, drawings and samples.
- 14.2. The Contractor also warrants to the Purchaser that any Services provided hereunder will be performed to the best practices of the Contractor's profession or industry, in a professional and well organized manner, in strict compliance with the specifications, and with care, skill, and diligence. If the Contractor fails to meet applicable professional standards, the Contractor will, without additional compensation, promptly correct or revise any errors or deficiencies in the services furnished hereunder.

15. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 15.1. If any supplemental agreements, documents and permissions are introduced after Contract award, the execution of which by the Purchaser is/ are required by national law or regulation, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.
- 15.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

16. CONTRACT ADMINISTRATION

- 16.1. The Purchaser is the NATO CI Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.
- 16.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 16.3. Formal letters and communications shall be personally delivered or sent by mail, registered mail, email, courier or other delivery service, to the official points of contact quoted in this Contract.
- 16.4. Informal notices and informal communication for normal project management may be exchanged by any other means, including telephone.
- 16.5. All notices and communication shall be effective upon receipt.
- 16.6. Official Points of Contact are:

16.7.

Purchaser	Contractor
NCI Agency	
For contractual matters: Attn: Mr Peter Kowalski Senior Contracting Officer E-mail: Peter.Kowalski@ncia.nato.int	For contractual matters: Attn: Tel: E-mail:
For technical/project management matters: Attn. Senior Project Manager Tel: E-mail:	For technical/project management matters: Attn: Project Manager Tel: E-mail:

17. CONFLICT OF INTEREST

- 17.1. A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 17.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract or task order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser as set forth below.
- 17.3. If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the

Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

- 17.4. The Contractor's notice called for in Para 17.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Purchaser in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the contract, should be also detailed.
- 17.5. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Purchaser, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 17.6. If the Purchaser in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the contract.
- 17.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract

18. OWNERSHIP AND TITLE

- 18.1. Ownership and title to all non-COTS deliverables under this Contract will pass to the Purchaser upon written notification of acceptance by the Purchaser but at the latest upon Final System Acceptance.

19. SECURITY

- 19.1. This Article supplements Clause 11 ("Security") of the General Provisions.
- 19.2. The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present contract.
- 19.3. The security classification of this contract is "NATO UNCLASSIFIED".
- 19.4. Contractor's personnel working in the execution of this contract shall hold and maintain a NATO SECRET security clearance valid for the duration of the

Contract. This requirement applies to all sub-contracts issued by the Contractor for the effort under this prime Contract.

- 19.5. The Contractor's facilities shall hold and maintain a facility clearance to permit handling and storage of information classified up to and including NATO RESTRICTED.
- 19.6. It is the responsibility of the Contractor to ensure that his personnel obtain the required security clearances and transmit this information to the sites to be visited in adequate time that the site may perform the appropriate administration.
- 19.7. The Contractor is advised that the personnel security clearance process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
- 19.8. Failure of the Contractor to obtain proper security clearances to perform the work under this contract, and to have access to any NATO sites to perform the work, and any attendant delay in the project which results from this access refusal, is not the basis for excusable delay under the terms of the contract concerning default. The Contractor bears full responsibility and liability under the contract for delays arising from the failure of the Contractor to adhere to the security requirements.
- 19.9. In the absence of valid security clearances for the Contractor's personnel and facility, the Purchaser reserves the right to terminate the Contract for "Default".
- 19.10. The Contractor's facilities shall hold and maintain a facility clearance to permit handling and storage of information classified up to and including NATO RESTRICTED.
- 19.11. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops, cellular phones, smart-phones and the like) in NATO designated Security Areas. The Contractor shall be responsible for satisfying and obtaining from the appropriate NATO Authorities the necessary clearance to introduce and utilize any such equipment into the facility.

20. KEY PERSONNEL AND CONTRACTOR TEAM ADEQUACY

- 20.1. The individuals listed below are considered to be key to the performance of this contract and shall not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser. The Key Personnel are as follows:

POSITION	NAME
Contractor Project Manager (CPM)	[TBD]
Contractor Solution Architect (CSA)	[TBD]
Contractor Test Manager (CTM)	[TBD]
Contractor Quality Manager (CQM)	[TBD]
Contractor Change Manager (CCM)	[TBD]

- 20.2. In such cases where the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor (e.g., resignation, sickness, incapacity, etc.), the Contractor must nominate a substitute(s) of equivalent or higher qualification and experience within 15 working days of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be in place within a reasonable time.
- 20.3. If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in 20.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 – “Termination for Default” of the Contract General Provisions for redress of the situation.
- 20.4. The Purchaser has the right to refuse any proposed substitution if not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof. The Purchaser will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.
- 20.5. The Purchaser reserves the right, even after acceptance of Contractor personnel on the basis of his/her CV and/or interview, to require the Contractor immediately to cease to employ any Key Personnel under the present contract if, in the sole opinion of the Purchaser, the individual is not meeting the required level of competence and/or his/her employment as Key Personnel is considered undesirable. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall propose and make qualified substitute Key Personnel available within 15 working days after the written notification. The Purchaser’s removal of Contractor Key Personnel shall in no way relieve the Contractor of his responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.

- 20.6. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the performance of services or Deliverables set in the Contract.
- 20.7. The Contractor shall provide and maintain an adequately sized and appropriately skilled agile development team, to include, but not limited to, the personal listed in Para 20.1, to meet the requirements of the Contract. If The Contractor fails to do so, the Purchaser may terminate this Contract in whole or in part as provided in the first Para of Clause 39 (“Termination for Default”) of the General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in Clause 10, “Liquidated Damages” of these Special Provisions, for such liquidated damages accruing until such time as the Purchaser may reasonably obtain delivery or performance of similar services.

21. RIGHTS IN TECHNICAL DATA

- 21.1. Subject to the rights of Third Parties, all rights in the results of work undertaken on behalf of the Purchaser for the purposes of this contract, including any technical data specifications, reports, drawings, customization of COTS products, non-COTS software code, documentation including software documentation, design data, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser. The Contractor has disclosed to the Purchaser any and all Third Party Rights and any existing contractor’s rights before contract signature.

22. THIRD PARTIES

- 22.1. The Contractor shall be aware of and support the need to work closely with and participate in meetings and reviews to be held jointly with third parties who perform work which contributes to, or is strongly related to, work conducted under this Project. This will include, but not be limited to, working with and exchanging data with the Contractor chosen to perform the Integration Implementation Work Package for the Replacement of MS-EPM 2010 and the R1.1 Stabilization project.
- 22.2. The Contractor shall have no rights to raise claims, ask for excusable delays or interrupt the performance of the Contract on the basis of, or in connection with, his responsibilities to work/co-ordinate with third parties running work on or related to this Project.
- 22.3. The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs, claims, or delays in the performance of this Contract on the basis of the above described effort.
- 22.4. The Purchaser reserves the right to make technical documentation produced under this Contract, even in draft version, available to any third parties.

23. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES

- 23.1. All documentation listed under the SOW Chapter 4 is made part of the contract.
- 23.2. Subject to the exception noted in Para 23.4, any formally Purchaser approved documentation shall be deemed as made part of the contract and shall replace any existent previous version.
- 23.3. The submission of any proposed revised documentation the implementation of which would cause a variation in Contract price or scope shall be submitted via a Contractor generated Change Proposal and shall be deemed approved and incorporated into the contract only upon reception in writing of the Purchaser's Contracting Officer approval.
- 23.4. The Purchaser is not under obligation to approve any proposed revised document except as in accordance with the terms of the present contract. Rejection of any proposed changes shall not discharge the Contractor, in whole or in part, of its responsibility for the performance under the Contract.
- 23.5. Nothing in this Clause is to be construed as a waiver to any other obligation of the Contractor under the contract.

24. TECHNICAL DIRECTION

- 24.1. The Contract will be administered by the Purchaser in accordance with the Clause 16 of these Contract Special Provisions entitled "Contract Administration".
- 24.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part III - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.
- 24.3. The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 24.4. Neither the Purchaser's Project Manager as identified in Clause 20 of these Contract Special Provisions, nor any Technical Representative, nor any Third Party as mentioned in Clause 22 above, has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting products and services on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

- 24.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- a) confirm the effort requested is within scope, or;
 - b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;
 - c) rescind the instructions.

**ANNEX A. CONTRACTOR AND SUBCONTRACTOR NON-COTS BACKGROUND
IPR**

- a. The Contractor Background IPR specified in Table 1 will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS
[TBD]	[TBD]	[TBD]

Table 1 – Contractor Background IPR

- b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor's obligations under the Contract.
- c. The Contractor Background IPR stated above complies with the terms specified in Clause 11 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

ANNEX B. THIRD PARTY NON-COTS IPR

- a. The Subcontractor and Third Party Background IPR specified in Table 2 will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS
[TBD]	[TBD]	[TBD]

Table 2 – Contractor Background IPR

The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor's obligations under the Contract.

- c. The Subcontractor and Third Party Background IPR stated above complies with the terms specified in Clause 11 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

NATO UNCLASSIFIED

Part III – Contract General Provisions

NATO COMMUNICATIONS AND INFORMATION AGENCY



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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1. **ORDER OF PRECEDENCE**

In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

2. **DEFINITIONS OF TERMS AND ACRONYMS**

- 2.1 **Assembly** - An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance** - Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.
- 2.3 **Claims** - A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause** - A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority** - The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)** - The term “Commercially Off-the-Shelf Item (COTS)” means any item that is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component** - A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.
- 2.8 **Contractor Background IPR** - Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated

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by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

- 2.9 **Correction** - Elimination of a Defect.
- 2.10 **Contract** - The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority** - The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor** - The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day** - A calendar day
- 2.14 **Defect** - Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable** - Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect** - Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or “EDC”)** - The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.
- 2.18 **Failed Component** - A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR** - Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR** - Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.
- 2.21 **Manufacturing Defect** - Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO** - The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.

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- 2.23 **NCI AGENCY** - The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)**- The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes** - Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part** - An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country** - A NATO member country that participates in financing the effort.
- 2.28 **Parties** - The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser** - The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR** - Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property** - Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)** - A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect** - Any condition or characteristic of Software that does not conform with the requirements of the Contract.
- 2.34 **Sub-Assembly** - A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract** - Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor** - Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

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- 2.37 **Third Party IPR** - Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work** - Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the

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Purchaser's account until the term of the Performance Guarantee has expired.

- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.
- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations
Boulevard Leopold III, B-1110, Brussels
Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number

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{number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____.
We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC, such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit.

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____ (Bank Address) on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“The NCI Agency has been notified by {issuing bank} of its

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election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and

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within a NATO Participating Country.

- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
and
- 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
- 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for

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Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.

- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;

- 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;
- 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11

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(Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.
- 12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

- 13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 13.5 Upon completion of this Contract, or at such earlier dates as may be

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specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

- 13.6 The inventory shall note whether:
- 13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);
 - 13.6.2 The property was otherwise destroyed;
 - 13.6.3 The property remains in possession of the Contractor;
 - 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.
14. **CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**
- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

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- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.
- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 15.1 If the Purchaser notifies the Contractor in writing of any non-compliance in the performance of this Contract with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Purchaser may order the Contractor to stop all or part of the Work until satisfactory corrective action has been taken. Such an order shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:
- 16.1.1 Specifications (including drawings and designs);
 - 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
 - 16.1.3 Marking and method of shipment and packing;
 - 16.1.4 Place of delivery;
 - 16.1.5 Amount, availability and condition of Purchaser Furnished Property.
- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

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- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.
- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require

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the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.

- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the “Stop Work Order”). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor’s issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
- 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
- 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

- 18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

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18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

Ithe responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

.....

SIGNATURE

Date

18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.

18.7 Claims submitted by the Contractor will be reviewed by the Contracting

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Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto

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and the sample spreadsheet and its “Instructions to Complete” at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.

19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or

19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.

19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:

19.4.1 cost or pricing data;

19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and

19.4.3 a Certificate of Current Cost or Pricing Data, when required.

19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:

19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;

19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;

19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the

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Contractor's Certificate of Current Cost or Pricing Data; or

- 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
- 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
- 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....(*Claim, Amendment, ECP#, etc.,*) are accurate, complete and current as of(*Date*).

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. **NOTICE OF SHIPMENT AND DELIVERY**

20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the

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duty free import, export, or transit of NATO consignments between NATO countries.

- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)
 - 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

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- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.
- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises

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where any part of the contractual work is being performed.

- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the Work.
- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.
- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
- 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
- 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives.

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Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.
- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
- 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract

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requirements.

- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.
- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted to

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the Purchaser and shall contain all of the elements listed below:

- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

*Order placed for official use. Exemption from VAT Article 42, §3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT"](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an

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underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

- 25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.
- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and

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administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.
- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

- 27.1 For the purpose of this Clause:
- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;
- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.

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- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.
- 27.8 The Contractor shall conduct analysis of all Failed Components which are

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returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.
- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
 - 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.

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- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.
- 27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.
28. **RIGHT OF ACCESS, EXAMINATION OF RECORDS**
- 28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.
 - 28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions

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under the Contract, whichever occurs later.

- 28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.
- 28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

- 29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for IPR infringement in said countries.
- 29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.
- 29.3 This indemnity shall not apply under the following circumstances:
- 29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
 - 29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;
 - 29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;
 - 29.3.4 An infringement resulting from changes or additions to the Work

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subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 Purchaser Background IPR

- 30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.
- 30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.
- 30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 Contractor Background IPR

- 30.2.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 Foreground IPR

- 30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.
- 30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.
- 30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out

the Work.

- 30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.
- 30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.
- 30.3.6 The Contractor shall:
- 30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and
 - 30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.
- 30.3.7 The Contractor undertakes:
- 30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
 - 30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.
- 30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 Third Party IPR

- 30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).
- 30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.
- 30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.
- 30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

- 30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor

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enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured, tested, and verified by tests and procedures set forth in this Contract.

31.2 Notification Requirement

31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 Duration of the Warranty

31.3.1 For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4 Purchaser Remedies for Breach

31.4.1 The rights and remedies of the Purchaser under this Software Warranty:

31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

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- 31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;
- 31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:
 - 31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;
 - 31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as may be necessary to eliminate the defect, or;
 - 31.4.4.3 Equitably reduce the contract price
- 31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.
- 31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

- 31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph, a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or

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of the integration of Purchaser furnished property into any
Software delivered under this Contract.

- 31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6 Markings

- 31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that

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each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).
- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: ["http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"](http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm)

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

- 33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:
 - 33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - 33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.
 - 33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.
 - 33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

- 34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.
- 34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

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- 35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

- 36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.
- 36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:
- 36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.
- 36.3 No claim under this Clause shall be allowed:
- 36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;
- 36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and
- 36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

- 37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.
- 37.2 Notwithstanding the above the Contractor shall be deemed to be in delay

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without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:

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- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent; or,
 - 39.1.6 breaches any provision of this Contract.
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;
 - 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the

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Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.

- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1 any completed Work with associated rights ;

39.7.2 such partially completed Work, materials, Parts, tools,

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dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

- 39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.
- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.
- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.
- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).
- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written

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notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:

40.3.1 stop the Work on the date and to the extent specified in the notice of termination;

40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;

40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;

40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and

40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;

40.3.7 use his best efforts to sell, in the manner, at the times, to the

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extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:

- 40.3.7.1 shall not be required to extend credit to any Buyer; and
- 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the

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Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;
 - 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of

loss; and

- 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:
 - 40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
 - 40.10.2 if an appeal has been taken, the amount finally determined on such appeal.
- 40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:
 - 40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
 - 40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and
 - 40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to

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the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

- 40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.
- 40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.
- 40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

- 41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

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- 41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- 41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.
- 41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

- 42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.
- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

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- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

- 43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

- 44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES**A. General**

1. With regard to all actions included in Clause 19, "Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles**1. Allowable cost**

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect

cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) It is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) It is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.

(l) Commissions and gratuities.

(m) Interest on borrowings.

3. Rates and Factors

(a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.

(b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

(c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.

(d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. A rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.

(e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.

(f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

(a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.

(b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.

(c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

**BOOK II
PART III**

STATEMENT OF WORK (SOW)

FOR

**Enterprise Business Applications (EBA)
Release 4 – Replacement of MS EPM 2010**

(Version 0.2)

March 2021

DOCUMENT CONTROL PAGE

VERSION HISTORY

Version	Date	Reason for Change	Superseded Document
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1. INTRODUCTION

1.1. Introduction to P3SM

- 1.1.1. The NCI Agency delivers capabilities to NATO through projects and provides Communications and Information Systems (CIS) services used within NATO. To facilitate the delivery of these projects and services the Agency uses best practice Project Management and Service Management methodologies and tools, namely PRINCE2, Managing Successful Programmes (MSP) and Information Technology Infrastructure Library (ITIL), with the MS EPM 2010 (Microsoft Enterprise Project Management) toolset as the primary enabler.
- 1.1.2. The Enterprise Business Applications (EBA) Programme has been running for a number of years, and is the NCI Agency Programme looking at implementing state of the art business applications across multiple functional domains. At the start of 2019 EBA implemented the Oracle E-Business Suite (EBS) version 12.2.6 through the EBA Release 1 (R1) project, this covers Finance, Human Resources, Acquisition and Asset Management functionality, and includes the Oracle EBS Project Accounting module. Projects currently running under the EBA Programme that are looking at further business change are:
 - R1.1 – Stabilisation (EBS)
 - R2 – Advanced Contract Management (EBS)
 - R3 – Advanced Human Resources (EBS)
 - R4 – Project, Portfolio, Programme and Services Management (P3SM) – this project (Replacement of MS EPM 2010)
 - Business Intelligence (BI) Consolidation.
- 1.1.3. The current P3SM processes includes complex bi-directional integration of the legacy MS-EPM solution with various modules in EBS, including significant integration with the EBS Project Accounting module. These integrations will need to be maintained or improved with the new P3SM solution.
- 1.1.4. MS-EPM has been used in the NCI Agency since 2004, and in January 2011 the 2004 version was upgraded to the 2010 version which is still currently in use. Subsequent to this, Microsoft have released 2013, 2016 and 2019 versions; no upgrade was undertaken to 2013 due to limited functionality improvements. As of October 2015 the 2010 version has been in 'extended' support, i.e. no new development will be done by Microsoft, and only critical bugs will be fixed. The 2010 version will become technologically obsolete in October 2020 (MS-Project client) and April 2021 (Project Server components).
- 1.1.5. Additionally, there are areas where MS-EPM 2010 functionality, as implemented at NCI Agency, does not provide the support required from a P3SM tool. Specific areas include dynamic resource management, tracking / baseline management, dynamic Risk Management, Portfolio Management, Programme Management and effective control of time recording. Accordingly, this project, EBA R4, is planned to deliver a robust P3SM capability including enhanced functionality that will replace the current MS-EPM 2010 system.

- 1.1.6. Data migration from MS-EPM 2010 and IBM Focalpoint will be required and is the responsibility of the Contractor. This includes documents (Microsoft files, jpg, etc) in the Windows SharePoint Services (WSS) document repositories.

1.2. Purpose of the Contract

- 1.2.1. The purpose of this Contract is to implement a robust P3SM capability, migrate data from the existing MS-EPM 2010, and to train users and support staff.
- 1.2.2. There are bi-directional integrations between the P3SM tool and other systems, however the responsibility for the integration layer design and implementation will be contracted to a 3rd party Contractor that will be responsible for any transformation of the integration layer and Oracle EBS master data changes. This will require close collaboration with the 3rd party Contractor to implement a performant interface.
- 1.2.3. It is the responsibility of the P3SM Contractor to import and export data as required for the integration layer.

1.3. Organisation of the Statement of Work

- 1.3.1. This Statement of Work describes in detail the exact work to be done within the Contract and is organised as described below.
- 1.3.2. Section 1 describes the objectives for the EBA R4 project, the purpose of the contract, the Work Packages and Phases of implementation, constraints and assumptions and an overall structure for the work to be done.
- 1.3.3. Section 2 describes the Project Management processes to be used in running and managing the Contract.
- 1.3.4. Section 3 describes the Technical processes and activities to be performed to deliver the Contract scope.
- 1.3.5. Section 4 describes the formal Milestones, Deliverables for each milestone and the Reviews to be conducted at these milestone events.
- 1.3.6. Section 5 describes the resources and labour categories to be used in the implementation.
- 1.3.7. Section 6 describes the documentation requirements.
- 1.3.8. Section 7 includes the Acronyms for the SOW.
- 1.3.9. Annex A is a document listing the technical requirements in the scope of the implementation.
- 1.3.10. Annex B is a User Story document providing the high level user stories, epics and themes to enable an iterative development of the P3SM capability

- 1.3.11. Annex C provides information on the documentation required to have the P3SM application added to the NATO Approved Fielded Product List (AFPL).
- 1.3.12. Annex D is a list of existing documentation for the current EBA and MS EPM implementations relevant for P3SM.
- 1.3.13. Annex E describes the architecture of the current Project Management solution. It also provides the ambition for the future P3SM.
- 1.3.14. Annex F describes the NATO Software Factory details (Purchaser Furnished Equipment).
- 1.3.15. Annex G describes the architecture view pertaining to the integration User Stories.

1.4. High-level objectives for the project

- 1.4.1. Work with the NCI Agency Business Ambassador / Product Owner to refine the User Stories.
- 1.4.2. Migrate the MS-EPM 2010 database to the new P3SM solution, taking into account any archiving requirements from the Purchaser.
- 1.4.3. Design, implement and test P3SM User Stories iteratively based on the prioritisation and sequencing agreed by both parties. Use an Agile approach and maintain working software in the Agency's cloud-based NATO Software Factory (NSF), throughout the project to use it during iterations and in testing (see §3.5.1). The NSF shall be used by the Contractor as DevSecOps (Development Security and Operations) platform to enable the use of standardised software engineering processes and common tooling shared by NCI Agency, Industry and potentially by NATO Nations.
- 1.4.4. Support the Agency in its adoption of out-of-the-box or revised business processes that go hand-in-hand with the P3SM solution being deployed.
- 1.4.5. Plan and prepare releases based on the Purchaser's prioritisation and apportionment of P3SM User Stories.
- 1.4.6. Support the formal Independent Interoperability Testing and Security Testing executed by the NCI Agency for the releases.
- 1.4.7. Identify Integration points with Oracle EBS.
- 1.4.8. Deliver training and deploy the releases after formal Purchaser notification to go ahead.
- 1.4.9. Provide support for any releases prior to Final System Acceptance (see §4.7).
- 1.4.10. Provide a specified level of post-implementation support before handing over to the Operations and Maintenance team.

1.5. Business Transformation

1.5.1. Business Processes

- 1.5.1.1. P3SM will rely on industry best practices and out-of-the-box business processes coming with the selected P3SM solution. The P3SM implementation might change some of these business processes, although this will be the exception rather than the norm and the Purchaser shall maintain full control of any business process changes. The business processes (revised or not) shall be thoroughly documented by the Contractor as part of the implementation.

1.5.2. Business Goals

- 1.5.2.1. The Agency anticipates realizing substantial operational benefits from the implementation of a new P3SM toolset that can be mapped to the following 3 fundamental aspects of running the Agency P3SM system:

- Increased Production - Being able to deliver more.
- Increased Efficiency - Being able to do things better.
- Increased Effectiveness - Being able to do better things.

- 1.5.2.2. It is assumed that these aspects will be realised in an environment where constraints remain similar to those faced by the Agency today. The Agency will quantify the above in terms of impact on cost, schedule, quality and process with an expectation of what the capability goals will be. These will include but will not be limited to the following:

- Improved fit-for-purpose P3SM as a result of implementing a modern state-of-the-art toolset - providing key insights and opportunities to identify improvements to fulfilment of customers' requirements.
- Improved efficiency in delivery of projects and services and in capability development due to increased transparency in resource availability and accessibility - leading to effective decision making in balancing demand and capacity.
- Increased support to key aspects of NCI Agency's Strategy and Execution for future initiatives in P3SM.
- Improved quality assurance leading to optimized Programme, Project and Service delivery.
- Improved planning of acquisition efforts and support projects and tasks with additional tool capabilities to support day-to-day management, analysis and reporting at all levels.

- 1.5.2.3. Improved data management and analytical abilities will also provide a definitive source of concise and intuitive business intelligence to the Agency and other stakeholders. This will also support the Agencies Customers in effective and collaborative strategic and tactical decision making in the requested Projects and Services supporting NATO and its Partners into the future years.

1.5.3. Business Change Activities

- 1.5.3.1. The NCI Agency is going to undergo a set of business changes with the implementation of a new P3SM capability. Consequently, the P3SM implementation will go hand-in-hand with a strong Business Change commitment from the Agency.
- 1.5.3.2. Business Change (BC) for the introduction of the P3SM capability will be supported by the Contractor and the Purchaser.
- 1.5.3.3. The Contractor shall support BC within the scope of this contract by:
- supporting the Purchaser in the development of the Business Change Plan;
 - providing process descriptions of out-of-the-box business processes imposed by the proposed solution and documenting any revised business processes decided during the implementation;
 - supporting the development of business training coupled with the software training to be developed by the Contractor;
 - including Best Practices for the proposed solution in their implementation plan and applying these practices in the Deployment and Transition activities;
 - developing the communication content to be used by the Agency Business Change Manager in communicating and facilitating new process and capabilities adoption within the Agency;
 - developing and delivering the sustainment training required for users to adopt the new capability and processes.
- 1.5.3.4. The Agency is going to manage BC by:
- Coordinating any Business Change activities not within the Contractor's defined scope;
 - Managing Communications about P3SM;
 - Supporting the Contractor for Business Process Modelling by facilitating the Contractor's information collection and providing subject-matter experts as required to provide the information;
 - Coordinating Training to be delivered by the Contractor;
 - Performing Data cleansing to prepare for and to enable proper Data Migration;
 - Evaluating Business Adoption during development iterations and at Deployment Readiness Reviews to ensure proper adoption before deployment.

1.6. Requirements

- 1.6.1. The technical requirements for the P3SM implementation are included in the P3SM System and User Requirements document in Annex A of this SOW. This document also includes non-functional requirements which shall be adhered to and fulfilled.
- 1.6.2. The business requirements covering the main functionality of the capability are captured in a P3SM User Story document in Annex B of this SOW. These are narrated in the form of business-oriented user stories and will be

elaborated and detailed as required during the iterative development phase with the Contractor and Purchaser working together to define their final form.

- 1.6.3. Each P3SM User Story in Annex B is given a MoSCoW priority¹. The development of the functionality covering the user stories shall be scheduled and prioritized based on this priority and other factors such as ease of implementation, availability out-of-the-box, dependencies, etc..

1.7. Work packages (WP) high level descriptions

1.7.1. WP1: Implement P3SM (CLIN 1)

- 1.7.1.1. This Work Package is covering the full implementation scope of P3SM and configuration, inclusive of licenses. Initial procurement of COTS licenses and the 1st year of maintenance licenses (starting from FSA) are to be covered in WP1. Details are covered in the subsequent chapters.

1.7.2. WP2: Customized “Should Have” User Requirements (Option) (CLIN 2)

- 1.7.2.1. This optional Work Package will cover the specified “Should Have” User Stories that require custom development in order to fully meet the requirement.
- 1.7.2.2. The NCI Agency will decide to exercise individual customized “Should Have” User Stories with the Contractor before the PSA contract milestone.

1.7.3. WP3: Maintenance Licenses and O&M Support for P3SM (Option) (CLIN 3)

- 1.7.3.1. This optional Work Package will cover the Operations & Maintenance (O&M) costs (including license costs) for the COTS elements and O&M support costs of the full P3SM solution as deployed.
- 1.7.3.2. WP3 covers the next 4 years of support license costs and 5 years O&M support as an option.
- 1.7.3.3. The NCI Agency will decide to go ahead with the exercising of each year’s O&M support contract Option with the Contractor before the end of the previous year. The maintenance license costs, regardless of the Purchaser’s decision for O&M, shall be paid separately for each budget year when it is contractually due.

1.7.4. WP4: SaaS P3SM Delivery (Option) (CLIN 4)

- 1.7.4.1. This optional Work Package will cover the P3SM solution for Procurement of SaaS subscription (cost per year) as well as the migration scope from on premise to Cloud based solution.

¹ M: Must Have, S: Should Have, C: Could Have, W: Won’t Have

1.8. Assumptions and Constraints

1.8.1. Assumptions

- 1.8.1.1. It is the Contractor's responsibility to provide the relevant technical design and implementation documentation (see deliverables in Section 4) to the NCI Agency Cyber Security experts who are responsible for determining the accreditation requirements for the P3SM capability.
- 1.8.1.2. In case a security issue is discovered during the independent security testing (see §3.3.6), the Contractor shall immediately resolve the issue so that accreditation can go ahead. If the issue does not require immediate resolution, then the Contractor shall plan for its resolution during the execution of the project and shall resolve the issue at an opportune moment before the end of the project.
- 1.8.1.3. The NCI Agency does not anticipate any changes to the Oracle EBS capability / integration forming the core of EBA. However, if this is required due to any newly introduced processes within the new P3SM capability, the NCI Agency will separately contract, outside the existing scope of this contract, an Oracle EBS expert team or use its own internal ERP team to make the necessary changes in Oracle EBS and to ensure that tests can be conducted for interfaces between P3SM and Oracle EBS.

1.8.2. Constraints

- 1.8.2.1. Implementation of the P3SM project shall be restricted to any one of the following products:
 - 1.8.2.1.1. Change Point,
 - 1.8.2.1.2. Service Now,
 - 1.8.2.1.3. Planview,
 - 1.8.2.1.4. Planisware,
 - 1.8.2.1.5. SmartCore
 - 1.8.2.1.6. Primavera
- 1.8.2.2. The implementation time (from EDC to FSA) shall not exceed 12 months.
- 1.8.2.3. Maximisation of the use of out-of-the-box COTS components is a goal, provided that they satisfy the Purchaser's requirements and are cost-effective from a life-cycle perspective.
- 1.8.2.4. Number of customizations and use of third-party tools outside the main COTS product shall be minimized and the Purchaser reserves the right to impose limitations.

1.9. References

1.9.1. Mandatory Compliance Documents

- A. IEEE Standard 12207- 2008 IEEE Standard for Information Technology - Software Life Cycle Processes, 2008.
- B. IEEE Standard 1058-1998, IEEE Standard for Software Project Management Plans, 1998.
- C. IEEE Standard 1016-2009, IEEE Standard for Information Technology-Systems Design-Software Design Descriptions, 2009.
- D. Unified Modelling Language (UML) 2.5, Object Modelling Group, June 2015.
- E. The Concise Oxford English Dictionary, 12th edition, 2011.
- F. Alliance C3 Policy Annex 10, NATO Cloud Computing Policy, C-M(2015)0041-REV1, 25 April 2016.
- G. NCI Agency Directive AD 06.03.01, *Deployment Management*, September 2014.
- H. NCI Agency Directive AD 06.03.04, *Test, Verification and Validation*, July 2016.
- I. NCI Agency Standard Operating Procedure 06.04.01, *Incident Management*, April 2019.
- J. AQAP 2110, *NATO Quality Assurance Requirements for Design, Development and Production*, Edition D, Version 1, June 2016.
- K. AQAP 2105, *NATO Requirements for Deliverable Quality Plans*, Edition 2, November 2009.
- L. ACMP 2009, *Guidance on Configuration Management*, Edition A, Version 2, March 2017.
- M. STANAG 4427, *Configuration Management in System Life Cycle Management*, Edition 3, December 2014.
- N. *International Guide for the use of the S-Series Integrated Logistics Support (ILS) specifications*, SX000i-B6865-0X000-00, Issue Number 1.1, 2016.

1.9.2. Security Accreditation Reference Documents

- O. AC/322-D/0030, CIS Security T&I Directive for the Interconnection of CIS.
- P. ADatP-4774.2, Guidance on Digital Labelling of NATO information.
- Q. AC/322-D(2019)0038, CIS Security T&I Directive for the Security of Web Applications.

R. ISO 27034, industry standards for secure software development;

S. OWASP, Application Security Verification Standard

1.9.3. **Other References**

T. *Going Beyond Scrum-Disciplined Agile Delivery*, White Paper, Disciplined Agile Consortium, 2013
<https://www.disciplinedagileconsortium.org/Resources/Documents/BeyondScrum.pdf>

2. PROJECT MANAGEMENT

2.1. Introduction

- 2.1.1. This section outlines the Project Management Task Area for the P3SM implementation project.
- 2.1.2. The goal of the Contractor's project management shall be, wherever possible, to eliminate problems and to ensure that those problems that do occur are identified early, assessed accurately, and resolved quickly in partnership with the Purchaser.

2.2. Project Management Methodology

- 2.2.1. By default, the Contractor shall apply the PRINCE2 project management methodology to the planning, delivery and control of services under this Contract. A Project Management methodology equivalent to PRINCE2 (e.g. PMI) may also be acceptable subject to prior Purchaser approval.
- 2.2.2. The Purchaser does not contractually mandate a particular development approach but anticipates that a Hybrid Agile implementation would be most appropriate, given that there are some plan-driven deliverables and a sizable configuration / implementation task amenable to Agile practices. An example of a hybrid, governed Agile Delivery lifecycle can be found in Reference O.

2.3. Purchaser Team

- 2.3.1. Project Manager: The Purchaser Project Manager (PPM) shall act as the Purchaser's representative and shall be the primary interface between the Contractor and Purchaser after the Effective Date of Contract (EDC). The PPM shall be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise. The PPM reports to the P3SM Project Board (PB) and the EBA Programme Board and chairs the Checkpoint Meetings.
- 2.3.2. Contracting Officer: Only a Purchaser Contracting Officer (CO) may sign commercial contracts, contract amendments, or give contractually binding instructions, interpretations, or related changes. The PPM, PB members or any other NATO personnel may not make changes to the terms and conditions of the Contract. They may only provide the Purchaser's interpretation of technical matters. All changes to the Contract shall be made only via the CO.
- 2.3.3. Technical Lead: The Purchaser Technical Lead (PTL) is a member of the Purchaser team who can act as the technical liaison between the Contractor's technical team and any technical staff on the NATO side. PTL is also the liaison to the NCI Agency Service Teams managing the current Oracle EBS and MS-EPM systems day to day.

- 2.3.4. Product Owner: The Purchaser Product Owner (PPO) or to use another term, the Business Ambassador, is the single interface for the Contractor development team to the P3SM business in the NCI Agency. The PPO is responsible for communicating the Customer's vision of, and requirements for, the project to the Development Team.
- 2.3.5. Test Manager. The Purchaser Test Manager (PTM) is a qualified individual to manage the formal testing that the capability has to undergo before deployment(s) and to support the PPO in the regular testing activities in the development iterations as required.

2.4. Contractor Team

- 2.4.1. The Contractor shall provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the project, including taking all reasonable steps to ensure continuity of Contractor's personnel assigned to work on this project.
- 2.4.2. The following members of the Contractor team are Key Personnel for this project.
- 2.4.2.1. Project Manager. The Contractor shall designate a Contractor Project Manager (CPM), who shall direct and co-ordinate the activities of the Contractor's project team. The CPM shall be the Contractor's primary contact for the PPM and shall conduct all major project design, test, and review meetings (see §5.3 for the required skillset).
- 2.4.2.2. Solution Architect. The Contractor shall designate a Contractor Solution Architect (CSA) for the project. The CSA shall lead the technical analysis, design, development, integration and follow-on enhancement efforts of the Contractor (see §5.4 for the required skillset).
- 2.4.2.3. Test Manager. The Contractor shall designate a qualified individual to serve as the Contractor Test Manager (CTM) for Testing, Verification and Validation (TVV) activities under this Contract (see §5.5 for the required skillset). The CTM works closely with the PTM.
- 2.4.2.4. Quality Manager. The Contractor shall designate a qualified individual to serve as the Contractor Quality Manager (CQM) for Quality activities under this Contract (see §5.6 for the required skillset). The CQM shall be organisationally separated from the CPM for independent Quality Assurance.
- 2.4.2.5. Change Manager. The Contractor shall designate a qualified individual to serve as the Contractor Change Manager (CCM) for Change activities under this Contract (see §5.7 for the required skillset).
- 2.4.2.6. Commercial Manager: The Contractor shall designate a qualified individual as Contractor Commercial Manager (CCM) to be a counterpart to the CO. The CCM shall be qualified to sign contracts and engage in other contractual activities with the CO as required.

- 2.4.3. The Contractor may be asked by the Purchaser to nominate a suitable person in their Management hierarchy to take part in the Project Board and act as the Senior Supplier as per PRINCE2. The CPM can be invited to the Project Board meetings as needed.

2.5. User Involvement

- 2.5.1. The Purchaser Product Owner (PPO) acts as the user representative and is involved in the iterative development activities of the Contractor during the implementation. Users can be invited to support the PPO when practicable during the testing activities within the iterations.
- 2.5.2. Users will support the PPO to make sure the acceptance criteria for all user stories are properly defined, so that the PPO can accept stories / features as they are developed and presented within the development iterations. Users are not part of the Purchaser Team and have none of the authority designated in Section 2.3.
- 2.5.3. The User Community will have training on all accepted features before formal releases to Production.
- 2.5.4. Other activities involving users are referred to throughout this SOW.

2.6. Purchaser Furnished Items (PFI)

2.6.1. Infrastructure

- 2.6.1.1. The Purchaser will provide Contractor access, as needed to test and integration facilities for the P3SM on the NR network that it manages.
- 2.6.1.2. Access to test and integration facilities for P3SM to other business systems are at the NCIA premises at SHAPE, Belgium.
- 2.6.1.3. The Purchaser will provide Contractor personnel working at Purchaser locations under this Contract with the items in Table 1 free of charge. Working at Purchaser locations will only occur if remote working is not possible.

PFI	SOW section	Provided NLT	Provided until
Virtual Development environment inside the NATO Software Factory	3.3.6.4.2 ANNEX F	At start of the project kick-off	12 month after final delivery acceptance
Temporary office environment for Contractor personnel if requested by the Contractor and approved by the Purchaser	2.6.1	At Start of the agreed period	End of agreed period

Table 1 – List of Purchaser Furnished Items at Purchaser Site

2.6.2. Purchaser provided documentation

- 2.6.2.1. The Purchaser will provide the documentation listed in Annex D before the kick-off meeting for the Contractor to use during the execution of the contract.
- 2.6.2.2. The Purchaser will provide the Contractor, before the kick-off meeting, with technical descriptions of existing NATO systems as required for the purpose of determining specific interface requirements between the P3SM capability and these systems.
- 2.6.2.3. The Purchaser will make available to the Contractor the facilities the Purchaser deems necessary to test and demonstrate P3SM compliance with required interfaces to existing NCI Agency systems.

2.6.3. Other Purchaser Support

- 2.6.3.1. The Purchaser will support the Contractor in the provision of the required databases or access to production systems. However, Environment Preparation, Environment Management, Data Preparation, Data Migration and all other activities on the non-production instances, including backup and other operational activities are the sole responsibility of the Contractor.
- 2.6.3.2. The Purchaser will provide the required infrastructure / platform support required for the non-production instances the Contractor manages.
- 2.6.3.3. The Purchaser will ensure that all user workstations are compliant with requirements for P3SM use.
- 2.6.3.4. The Purchaser will provide the hosting environments in support of the implementation.

2.7. Co-ordination with Other NATO Projects

- 2.7.1. The NATO CIS environment will be under continual development by other NATO projects that are being implemented in parallel with P3SM.
- 2.7.2. Specifically, interdependencies with EBA R1.1 stabilization of EBA, which could have potential impacts to the integration, between the two systems. The Purchaser will participate in a Joint Integration Architecture & Design exercise between the Contractor, Integration Contractor and EBA R1.1 to address all integration architecture and design between the P3SM product and EBA.
- 2.7.3. The Purchaser will inform the Contractor and provide detailed information, as it becomes available, concerning any changes in the operational or technical environment that may impact P3SM as a result of these parallel projects.
- 2.7.4. The Contractor shall advise the Purchaser, under the basic scope of this contract, on the cost, schedule, and performance impacts of such NATO CIS changes on this project. The Purchaser may then make an assessment on

the necessity to adjust this contract and/or create a supplemental Work Package.

2.8. Project Website / Portal

- 2.8.1. The Purchaser manages an EBA Website / Portal on the unclassified network. A part of this will be used as the Project Website for P3SM.
- 2.8.2. The Contractor shall continuously maintain on this website all unclassified P3SM implementation project documentation, be it management products or specialists products, as soon as it is submitted in first draft version to the Purchaser.
- 2.8.3. The Contractor shall publish and maintain on the P3SM implementation website:
 - Project management information, including the PMP, the PMS, Project Status Reports, RAID Log, Quality Log, all Change Requests (CR) regardless of their status and the Change Log;
 - SOW and its annexes, all presentation material from Design Review(s) and other meetings; Purchaser-approved minutes of meetings, and background and guidance documents referred to in the SOW;
 - Vendor-provided technical documentation pertaining to the COTS product(s) used to implement P3SM;
 - Other documents as directed by the CPM or the PPM.
- 2.8.4. The website shall identify all relevant classified documents by title, unless a title is itself classified. The classified documents shall be exchanged between the Purchaser and Contractor using the relevant security procedures and shall be separately stored and baselined by the Purchaser.

2.9. Project Management Planning

- 2.9.1. The Contractor shall establish, provide and continuously maintain a Project Management Plan (PMP) which shall describe how the Contractor shall implement the totality of the project, including details of the project controls that shall be applied.
- 2.9.2. The PMP shall identify all major Contractor operating units and any Subcontractors involved in the development of the P3SM implementation and a description of the portion of the overall effort or deliverable item for which they are responsible.
- 2.9.3. The PMP shall cover all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the capability as required by this Contract.
- 2.9.4. The PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans, capabilities and ability to satisfactorily

implement the entire project in conformance with the requirements as specified in this SOW.

- 2.9.5. The PMP shall describe how the various project management processes (Configuration Management, Risk Management, and Quality Assurance etc.) are integrated, either via a tool set and / or internal project management practices.
- 2.9.6. The PMP shall describe how the shared Project Website shall be used to maintain communication between the Purchaser and the Contractor.
- 2.9.7. The PMP shall cover as a minimum the following areas:
- Project Definition
 - Objectives
 - Scope
 - Deliverables, with Acceptance Criteria
 - Schedule
 - Approach and Guiding Principles
 - Organisation
 - Project Management Processes
 - Project Controls and Reporting
 - Issue Management
 - Risk Management
 - Change Management
 - Quality Management
 - Communications Management
 - Annexes
 - Product Breakdown Structure
 - Project Master Schedule
 - RAID Log
 - Risk Management Strategy
 - Issue Resolution Strategy
 - Configuration Management Plan
 - Quality Assurance Plan
 - Quality Log
 - Key Products and Milestones.
- 2.9.8. The approval of the PMP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet all the requirements stated in this Contract. The requirements of the Contract supersede any statement in the PMP in case of any conflict, ambiguity or omission.

- 2.9.9. The PMP is a living document, and the Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organisation and efforts, and maintain a current copy on the Project Website.

2.10. Place of Performance

- 2.10.1. Any physical work will be performed at Mons Belgium (SHAPE) location, every opportunity to conduct work remotely shall be explored. Activities such as workshops can be conducted via virtual collaboration and remote working, with the exception of those with specific P3SM Business areas. These workshops are expected to be conducted at the following Agency locations: Mons (BE), Brussels (BE) and The Hague (NL).
- 2.10.2. In the context of national and Agency restrictions to control the spread of the COVID-19, any travel or onsite work (to include workshops) at any of the Purchaser's facilities shall be subject to agreement by the Purchaser.

3. TECHNICAL

3.1. General

- 3.1.1. This section outlines the System Development and Implementation requirements of the P3SM implementation Contract.
- 3.1.2. The overriding goal of the P3SM implementation project is to use COTS products and out-of-the-box business processes in every instance where it is technically feasible. It is assumed and desired that very minimal or no customisation will be required to adapt these COTS products to meet the P3SM implementation requirements.
- 3.1.3. The Contractor and Purchaser shall use an Agile methodology for the development and implementation of the P3SM capability. The Contractor is not mandated to use a particular methodology but is expected and assumed to be well experienced with agile implementations, and the precise agile methodology proposed for use by the Contractor in the PMP shall be approved by the Purchaser as part of the project kick-off process. The Purchaser notes that a Hybrid Agile methodology is likely the most well suited to this particular implementation. This SOW uses the terminology and concepts adopted from the Disciplined Agile methodology (see [Reference O]).
- 3.1.4. The scope for system development and implementation activities in the P3SM implementation Contract includes:
- Requirements Capture and Analysis for the requirements or interfaces;
 - Joint Architecture, Design & Integration Exercise;
 - Establish Architecture Vision, Implement System Architecture;
 - System Design, including customizations;
 - System Engineering, including configuration of the customisations, development of data migration / enhancement scripts and interfaces;
 - Functional, non-functional, integration, security and acceptance testing of the solution;
 - Transition, training and deployment to the Production System in Mons (BE);
 - Post-Deployment Support and Hypercare (details at 3.6.7.1.1).
- 3.1.5. Based on the Agile approach, these activities shall normally be performed iteratively. The subsequent sections describe how each activity area is covered.
- 3.1.6. The existing set of documentation (as listed in Annex D) will be provided to the Contractor at EDC to start as a baseline for documentation.

3.2. Architecture

3.2.1. Current System Baseline

- 3.2.1.1. The current P3SM solution comprises Microsoft Enterprise Project Management 2010 version, with customisations and extensions for the Microsoft Project Client and Microsoft Project Web Access. Microsoft Windows SharePoint Services (WSS) is used for the Collaborative Project Workspaces (CPW).
- 3.2.1.2. Oracle E-Business Suite (EBS) has also been implanted for Finance, Acquisition, Human Resources and Asset Management functionality; there are several integrations between EBS and MS-EPM.
- 3.2.1.3. The Client Operating System is MS Windows 10. The Internet Explorer version is normally version 11 or Edge, though other browsers are in use.
- 3.2.1.4. Annex E has information about the current EBA implementation, including the architectural constraints and interfaces with the current MS-EPM system. Annex D has additional technical documentation on the current implementation.

3.2.2. Target System Infrastructure

- 3.2.2.1. In adherence to the NATO Cloud Computing Policy [Reference F], any capability selected to implement P3SM:
 - shall provide an on-premise solution required to deliver P3SM within the project target dates;
 - shall already have available on the market, at EDC, a version supporting a Cloud-based solution (Software As a Service);
 - shall already have available a defined migration path from on-premise to the Cloud, utilizing primarily automated processes.
- 3.2.2.2. RESERVED.
- 3.2.2.3. Although later migration to the Cloud will not be part of the initial implementation contract scope, any solution that does not have a Cloud implementation and a clear path from on premise to the Cloud will not be considered compliant by the Purchaser. This path would involve the migration of the Purchaser from the implemented on-premise solution to a Cloud solution without loss of major functionality and without any loss of data. Inclusive of an exit strategy and procedures utilizing automated processes, it should address the following:
 - How the data is moved;
 - Costs related to data transfer in and out of Cloud Service Provider (CSP) data centres;
 - That the service level agreement clearly specifies the duration, the legal and the financial impact on early termination;

- The CSP ability to transfer large customer data from CSP data centres;
 - Eventual 3rd party software licence implications;
 - Evidence that NATO data is permanently deleted from CSP data centres.
- 3.2.2.4. P3SM will be operational as an on-premise system in the NATO R*strict*d (NR) network within the NCI Agency Business Applications environment, which already has several different technologies in operation and as such has to provide an architecture that can operate in this eco-system.
- 3.2.2.5. The target infrastructure to be used by P3SM is the NATO IT Modernisation infrastructure. However, there shall be a migration path to the Cloud following policy and accreditation decisions about NR on Cloud.
- 3.2.2.6. No major changes are expected in the EBA Suite because of the deployment of P3SM and de-commissioning of the MS EPM 2010 system.
- 3.2.2.7. P3SM will be working under the MS Windows 10 operating system. The Contractor shall ensure the complete functionality of P3SM in clients accessing the system and equipped with the named Operating System..
- 3.2.2.8. The initial Architecture Vision shall be developed in the Inception Phase and provided as an input to the development team. Any changes to the Architecture during development have to be documented, raised at the project level and approved. The initial Architecture Vision shall be reviewed and approved at the Architecture Review Milestone before being used as a blueprint within the development iterations.
- 3.2.2.9. Annex E has information about the future P3SM implementation, including the target architecture and interfaces with Oracle EBS.
- 3.2.2.10. The Final Technical Architecture shall be documented by the Contractor, including a section describing the details of any future migration path to the Cloud.

3.3. Iterative Development

3.3.1. Activities within an iteration

- 3.3.1.1. A planning and review meeting shall be conducted organized by the Contractor, at the beginning of each iteration. This meeting shall verify the scope of the current iteration (product backlog), the resources and any other issues that would prevent the current iteration from going ahead.
- 3.3.1.2. The team shall verify whether each User Story/requirement is “Ready” to be taken into the current iteration. If not, a session with the PPO and user representatives shall be scheduled to refine and detail the requirements until they are ready to be brought into development.

3.3.1.3. The team will be largely independent in the main iteration period and shall call the PPO for review and testing of developed features as early as possible.

3.3.1.4. There shall be a review / test session towards the end of the iteration where the PPO and user representatives will “Accept” the features if they are “Done”. The PTL would typically be present in this meeting. The same meeting can be used to capture lessons learned and to improve the team’s performance or efficiency.

3.3.2. **Requirements**

3.3.2.1. A set of system requirements for the P3SM implementation has already been developed and reviewed by the users. These requirements, in the form of User Stories and technical requirements, can be found at the SOW Annexes A and B. Annex A also has a listing of all user profiles that will be using the P3SM capability when it is fully delivered.

3.3.2.2. Requirements verification and revision activities will be conducted iteratively within the planned development iterations in the Construction Phase. Any changes occurring during these iterative sessions shall be captured so that the final version of the User Stories match what has been implemented and accepted by the PPO.

3.3.2.3. The PPO is responsible for the initial development of the Product Backlog, the ongoing revision and re-prioritisation of the Product Backlog and participation, on behalf of the Customer, in the relevant iterative planning and review meetings.

3.3.2.4. The Contractor shall be responsible to provide the level of effort required for each User Story, initially as part of the PMP, but also at the beginning of each iteration during Iteration Planning. The priority and business value of each User Story shall be managed by the PPO throughout the project until the story is implemented.

3.3.2.5. The Contractor shall keep the Requirements Traceability Matrix (RTM) well maintained and up to date throughout the development. The RTM lists all the requirements and provides information about the implementation method (out-of-the-box COTS, configured COTS, 3rd party COTS or customization). Later on, the same document will be used to map requirements to test cases as required.

3.3.3. **Definition of Ready**

3.3.3.1. In an Agile process, requirements and specifications for work to be done in each iteration are not expected to be highly detailed and precise. However, some discipline is needed to define a consistent level of readiness that requirements (User Stories) should meet, in order that they can be taken

into a development iteration. “Definition of Ready” is the term used to describe the criteria for a requirement to be defined mature enough to be brought into a development iteration (or a sprint).

3.3.3.2. Prior to the beginning of an iteration, all the following “ready” criteria, agreed between the Contractor and the Purchaser, shall be in place:

- The user stories to be included in the current iteration are already defined in a way that there is no ambiguity about what is required that cannot be resolved during the course of the iteration;
- The level of effort associated with developing the stories is understood and any significant risks have been resolved;
- Acceptance criteria are defined for each user story that can be performed when the story is complete to determine if the story really meets the requirement or not.

3.3.4. **Analysis and Design**

3.3.4.1. The Contractor shall conduct analysis and design activities for the P3SM implementation to meet the Requirements in Annexes A and B. These activities will be conducted iteratively within the planned development iterations in the Construction Phase. Any decisions that might have an impact on the Architecture shall be recorded and documented so that it can be raised to the Project level.

3.3.4.2. The analysis and design of interfaces to other systems shall be achieved through a Joint Architecture, Design & Integration exercise, of which the P3SM Contractor shall participate and is responsible and accountable for the import and export data required for the integration layer.

3.3.4.3. The 3rd party Contractor engaged by the Purchaser is responsible for the integration layer between P3SM tool and Oracle EBS.

3.3.5. **Implementation**

3.3.5.1. The Contractor shall implement functionality for the P3SM to meet the Requirements in Annexes A and B. These activities will be conducted iteratively within the planned development iterations in the Construction Phase.

3.3.5.2. In the context of P3SM, implementation shall follow one of several options, in priority order, as follows:

- Use of COTS components to provide the required functionality out-of-the-box;
- Configuration of COTS components to provide the required functionality;
- Customization of COTS components to provide the required functionality through specific software developed for this purpose;

- Integration with 3rd party COTS components to provide the required functionality through integration of multiple COTS from different vendors.

3.3.5.3. The Purchaser reserves the right to monitor the Contractor's implementation activities to ensure that sound engineering practices are followed and to call for immediate corrective action when the Purchaser deems appropriate.

3.3.5.4. The Contractor shall be responsible for providing expert guidance with regards to a successful integration of the P3SM, including the various software products and services that constitute P3SM. Ultimately, the P3SM Contractor must provide a fully integrated solution to the full satisfaction of the Purchaser as described in the User Requirement in Annex A and B.

3.3.6. **Testing, Verification and Validation**

3.3.6.1. **General**

3.3.6.1.1. All deliverables supplied by the Contractor under this contract shall be tested, verified and validated to ensure that they meet the requirements of the contract. Both fitness-for-use and fitness-for-purpose will be assessed using a quality based approach. Responsibility for each test, verification and validation activity is defined in this section.

3.3.6.1.2. The verification and validation approach will not only cover the delivered product, but also interfaces and interoperability with existing NATO and / or national equipment.

3.3.6.1.3. All document-based deliverables shall be produced in a manner compliant with the templates provided by the Purchaser. In particular:

- The Contractor shall perform the verification activities within each Build Process;
- The Contractor shall perform verification to confirm that each element properly reflects the specified requirements, design, code, integration and documentation;
- The Contractor shall support Purchaser led Validation Activities to confirm that the solution is fit for purpose.

3.3.6.1.4. All information items used during the verification and validation activities are to be classified and handled according to their security classification.

3.3.6.1.5. The Contractor shall ensure that rigorous testing, including regression testing when required, is performed at every stage of the Project lifecycle in order to identify and correct defects as early as possible and minimise impact on cost and schedule.

3.3.6.1.6. The Contractor shall have a TVV process which will make use of automated testing and supporting testing tools (test management, requirement coverage, issue tracking, etc.) to the maximum applicable extent, for all system development, implementation, internal and formal tests. The process and proposed supportive tools shall be approved by

the Purchaser prior to Testing Verification and Validation activities commence, stated in the PMTP (3.3.6.2). The Purchaser standard TVV directive can be found at [Reference H].

- 3.3.6.1.7. The Contractor shall provide status reports to the Purchaser regarding verification and validation activities during the planning / design and development phases, via the use of a dashboard report within the test management tool set and through meetings.
- 3.3.6.1.8. The Contractor shall use the Purchasers' categorization nomenclature for all defects and non-compliances.
- 3.3.6.1.9. If applicable, the Contractor shall develop and validate any Test Harnesses, simulators and stubs, including all script/code/data/tools required to execute the planned functional and non-functional tests in the Development & Test Environment. The Test Harnesses for PFI will be provided by the Purchaser.
- 3.3.6.1.10. All TVV material developed and used under this contract shall be delivered to the Purchaser, latest by FSA.
- 3.3.6.1.11. The Purchaser will provide subject matter experts (SME) during each event, as well as IVV Test Engineers and, for some events and at the Purchaser's discretion, a NATO Quality Assurance Representative.
- 3.3.6.1.12. Progress and result measurement shall be approved by the Purchaser at agreed milestones and focused on items identified in the PMTP.
- 3.3.6.1.13. Test results shall be recorded in the test management tool set. All results of all formal acceptance testing performed during a given day shall be recorded in the test management tool. The Contractor shall provide these test results for any given day by the starting of the next business day (0800 AM), but as a minimum no later than 24 hours following the execution of any test.
- 3.3.6.1.14. The Contractor shall define and make use of KPIs as identified in the Testing Strategy, for quality improvement, to provide solutions and update the plans the achievement of defined objectives like coverage of risks, requirements, supported configurations, supported operational scenarios, etc.
- 3.3.6.1.15. The Contractor shall perform the Unit Test and support the PPO in the test of a particular feature/User Story within the development iterations.
- 3.3.6.1.16. The acceptance of a particular User Story / feature during the development iteration is a sufficient criterion for that User Story to be completed, notwithstanding the independent testing, inclusive of end to end integration testing to be performed before deployment.
- 3.3.6.1.17. The PPO shall do whatever coordination / information exchange is required in order to avoid delays in the acceptance of features/stories.

This coordination shall be done early in the iteration when the acceptance criteria is being formulated or finalized.

3.3.6.2. Project Master Test Plan (PMTP)

- 3.3.6.2.1. The Contractor shall develop a Project Master Test Plan (PMTP) document in the Inception Phase, during the initial iteration plan development. This document outlines the processes applicable across iterations and shall cover areas like iteration planning, specifications workshops, manual tests, automation, test coverage, test reporting, test environments, staging etc.
- 3.3.6.2.2. The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP.
- 3.3.6.2.3. The Contractor shall describe in the PMTP how the following objectives will be met:
- Compliance with the requirements of the Contract;
 - Verification that the design produces the capability required;
 - Compatibility among internal system components
 - Compliance with the requirements;
 - Compliance with external system interfaces and/or systems;
 - Confidence that system defects are detected early and tracked through to correction, including re-test and regression approach;
 - Compliance with Purchaser policy and guidance (i.e. security regulations, etc.);
 - Operational readiness and suitability;
 - Product Quality Criteria (Figure 1);
 - Identify which platform(s) to be used for the test events and the responsibilities for operation and maintenance of the environment.

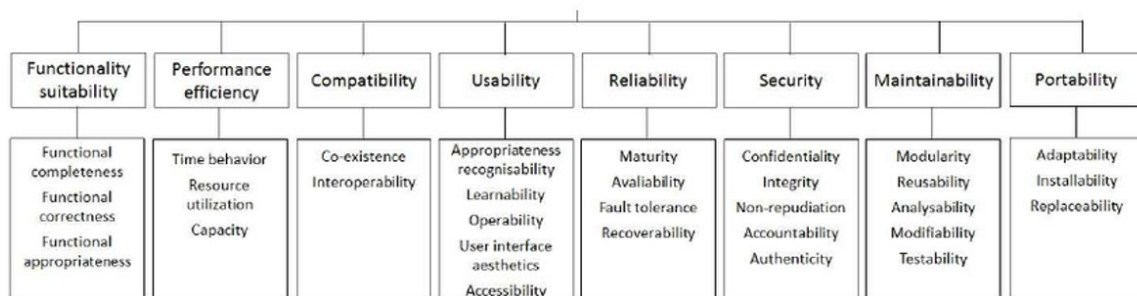


Figure 1 – Product Quality Criteria

- 3.3.6.2.4. The Contractor shall describe the Contractor's test organization and its relationship with the Contractor's Project Management Office and Quality Assurance (QA) functions in the PMTP.
- 3.3.6.2.5. The Contractor shall describe in the PMTP "Entry", "Suspension", "Resumption" and "Exit" criteria for each of the formal test events.

- 3.3.6.2.6. The Contractor shall provide the schedule in the PMTP for the provision of the test related deliverables and detail the conduct of testing.
- 3.3.6.2.7. In the PMTP, the Contractor shall describe the defect/non-conformances reporting and management process during the performed tests
- 3.3.6.2.8. The Contractor shall provide their provisions and strategy for building/maintaining of Reference Environment in PMTP.

3.3.6.3. Defect Resolution

- 3.3.6.3.1. If a failure occurs during testing, the Contractor shall include the failures in the Test Report (individually identified to ensure traceability and with sufficient detail to ensure reproducibility) and carry out a preliminary investigation to classify the severity of the failure as one of the levels shown in Table 2.

LEVEL	IMPACT	WORK-AROUND AVAILABLE	DEFINITION
1	CRITICAL	No	<p><i>Causes all testing to be halted – top priority to fix. The test execution schedule is compromised.</i></p> <p>A critical failure for which an acceptable work around does not exist. The defect totally prevents the system from performing operational processes and/or causes unrecoverable data loss. Applies to conditions under which one or more components are inoperative and jeopardize the ability to continue using the system.</p> <p>This condition generally is characterized by a complete or catastrophic system failure and requires immediate restoration or correction.</p>
2	MAJOR	Yes	<p><i>Causes one or more areas of functional testing to be halted but with some other functional areas tests unaffected.</i></p> <p>Test executed during this situation would likely require retesting when the blocking defect is fixed. The test execution schedule is likely to be compromised.</p> <p>A significant failure that causes severely impaired functions but does not prevent operational processing. Applies to conditions under which one or more components are partially inoperative, but are still usable by the users.</p> <p>A workaround might be available but it may require manual intervention.</p>
3	MINOR	Yes	<p><i>Causes tests of none, one or a few less significant functional areas to be halted until a fix is available. Most testing continues and the execution schedule is unlikely to be adversely impacted.</i></p> <p>A functional failure that causes a specific aspect of the system to fail. There is a reasonably satisfactory work around which can be used during normal operations for a limited period of time. The</p>

		<p>system may be released provided the defect and work around is documented.</p> <p>Applies to conditions under which one or more components are usable with limited functions, but creates a manageable situation with respect to the normal operations. A work around is available and does not require any manual intervention.</p>
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Table 2 – Classification of Failures

- 3.3.6.3.2. For the independent penetration/security tests, the Purchaser will provide an approved list of defects along with their Test Report.
- 3.3.6.3.3. An individual test will be a failure if a defect with any of the first two categories is discovered.
- 3.3.6.3.4. The test will be repeated for all failures when the associated defects are fixed.
- 3.3.6.3.5. The overall test event will fail if there is one or more Critical or Major defects discovered. The test event will pass if there are no Critical or Major defects.
- 3.3.6.3.6. All defects shall be entered to the testing tool of preference and will be tracked through this tool. Failures shall also be recorded in the Quality Log.
- 3.3.6.4. **Installation Testing**
- 3.3.6.4.1. Install all application components in the System Test Environment to test the installation routines and refine them for the eventual Production Environment. This task is done in parallel with setting up the testing environments
- 3.3.6.4.2. The cloud-based NATO Software Factory (NSF) shall be used by the Contractor as DevSecOps (Development Security and Operations) platform to enable the use of standardised software engineering processes and common tooling shared by NCI Agency, Industry and potentially by Nations. The Contractor shall use the NSF as development and integration test environment. Hence the integration testing activities up to 'Factory Acceptance Phase' shall be performed on the NATO Software Factory (NSF). The Purchaser will provide guidance and best practises for using the NSF services.
- 3.3.6.5. **Definition of Done**
- 3.3.6.5.1. The goal of each iteration in development shall be to produce a implementable product. To accomplish this, there shall be a clear definition of "done" showing what level of quality is required to produce a potentially shippable product.

- 3.3.6.5.2. This will remove subjectivity and ambiguity about the level of completeness of the work being produced. The level of quality will then be more consistent and the work required will be more consistent and predictable.
- 3.3.6.5.3. During the course of the iteration, the workflow associated with each User Story shall include:
- Development/configuration of the software to implement the user story, including unit testing and integration testing as required;
 - Functional testing of the software by someone on the team who has not developed/configures the software;
 - Regression testing of the software to verify that the implementation of the story has not broken something else in the system;
 - Resolution of any significant bugs that are found in the course of QA testing.

3.4. Transition and Go Live

3.4.1. Testing, Verification and Validation

3.4.1.1. Independent Verification and Validation Activities

- 3.4.1.1.1. NCI Agency shall conduct independent verification and validation (IVV) activities, including security testing, as part of the Request for Change process, before allowing the deployment of the final P3SM components to Production. These constitute more formal TVV activities.
- 3.4.1.1.2. IVV starts after the DRR results in a decision to deploy.
- 3.4.1.1.3. The purpose of these tests is to demonstrate that the P3SM can be accredited for use on the NR network of the NCI Agency. A typical IVV would take between 2 to 3 weeks. The Contractor's personnel are not required to participate in conducting the Independent Security test or to be at the Test Facility during this testing, but shall be available to support and to answer any ad hoc technical questions which may arise during the accreditation testing period.
- 3.4.1.1.4. The testing can be simplified and shortened if there is continuous Purchaser visibility of the development cycle during the iterative development phase and Purchaser staff are involved (mainly through the PPO and PTM).

3.4.1.2. Contractor Testing, Verification and Validation.

- 3.4.1.2.1. The Contractor remains fully responsibility for meeting the P3SM TVV requirements and successfully conducting all related activities.

3.4.1.2.2. For each event supporting a test phase defined in Table 3, the Contractor shall follow TVV process defined in PMTP to perform the following activities:

- a. Planning and management of the test event;
- b. The design and development of all tests cases and associated documentation required under this Contract;
- c. Running a Test Readiness Review (TRR) event to go through the TRR checklist;
- d. The conducting of all testing;
- e. Reporting the results in a Test Review Meeting (TRM); and
- f. Closure of the test events (including the final version of all test artefacts created during the test event).

Test Phases	Scope	Purchaser Involvement
Engineering Tests (Contractor)	Internal tests executed by the Contractor during the iterative development phase of the system to ensure the system/software conforms to their design specifications.	Review: Test Reports presented for the DRR milestones
Factory Acceptance Test (Contractor)	To verify that production units comply with the requirement/design specifications and production can start.	Review: Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects, Dry Run results. Participate: Dry Run (Optional Purchaser participation), DRR, Test Execution, Test Results Review
IVV Assessment (Purchaser)	To determine whether or not a system satisfies user needs, functionality, requirements, and user workflow processes etc. before it gets into operation. To ensure verification of quality criteria defined in Figure 1 for the following tests: <ul style="list-style-type: none"> - System Integration Test (SIT) – Requirements based testing, focused on verifying integration of the different components together and with any external interface as defined by the SOW - User Acceptance Test (UAT) – Scenario based testing, focused on validating the system as per user needs, as outlined in the User Stories in the SOW. - Security (Penetration) Tests – Tests focused on ensuring the security criteria are met and the software satisfies best cyber-security principles. 	Review: Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects Participate: DRR, Test Execution, Test Results Review

Test Phases	Scope	Purchaser Involvement

Table 3 – List of Test Phases

- 3.4.1.2.3. The Contractor shall develop and provide system documentation as required by the Purchaser in order to support the security penetration test and screening activities and to include all components of the P3SM capability in the NATO Approved Fielded Product List (AFPL). The list of documents required is at Annex D.
- 3.4.1.2.4. The Contractor shall provide all the necessary technical documentation and testing activities in order to successfully achieve security accreditation of the P3SM system and inclusion in the AFPL; documentation to support this is listed in Annex C. The Contractor shall support the sessions required to reach system approval, to ensure that the P3SM software, including all utilised COTS, pass the IVV in order to be included in the NATO AFPL list. This includes the provision of the required product documentation and actively supporting the product testing.
- 3.4.1.2.5. The NCI Agency will provide the Contractor with a test report at the end of each test session it carries out, where the reason for failure and Contractor remedial actions will be indicated.
- 3.4.1.2.6. The Purchaser reserves the right to monitor and inspect the Contractor's TVV activities to verify their compliance with the requirements set forth in this Contract.
- 3.4.1.2.7. The Contractor shall notify readiness to convene a Test Review Meeting (TRM) within 1 business day after test event completion. The TRM shall ensure that the event results and defect categorization is agreed upon.
- 3.4.1.2.8. The Contractor shall describe in the event test plan what training will be provided prior to formal TVV events.
- 3.4.1.2.9. The start and/or ending of any test session shall be subject to the Purchaser approval. In the event that critical issues are encountered which impact the process of the testing or if the other functions depends on the failed test cases, the Purchaser has the right to stop the testing for Contractor's investigation. The tests can only re-start if Purchaser agrees to continue testing from the point of failure or re-start testing from the beginning.
- 3.4.1.2.10. During formal TVV phases, a daily progress debrief shall be scheduled. Participation to the daily progress debrief will be agreed between Purchaser and Contractor. The aim of the debrief is to get a common understanding on what tests were run, which passed, which failed, and whatever defects were reported during the day.

- 3.4.1.2.11. For each test event, the Contractor shall provide log of the event, including but not limited to individual test results, test execution durations, deviations during execution.
- 3.4.1.2.12. At the end of the project, the Contractor shall provide the final version of all artefacts (regardless of format) created during the execution of all TVV activities.
- 3.4.1.2.13. The Contractor shall extend the RTM which includes all functional and non-functional requirements to include verification and validation methods and the current status of TVV for these requirements (see Book I-Annex G for the RTM). The RTM will then be maintained throughout the Contract execution to record the verification method (Inspection, Analysis, Test or Demonstration), the test phase the requirement will be verified and the Coverage Status (Passed, Failed, Partial). The Purchaser will review and approve the proposed RTM.

3.4.1.3. **Test Data**

- 3.4.1.3.1. For formal testing to be executed before each deployment, test data shall be prepared by Contractor with support from the Purchaser and made available before each test session.
- 3.4.1.3.2. For testing within the development iterations, the Contractor development team, supported by the PPO, will decide on and prepare the test data to be used for that iteration.
- 3.4.1.3.3. For the final stages of testing, representative sample data shall be used, originated from the legacy systems.

- 3.4.2. Transition starts with the DRR and continues with a System Performance Test to ascertain that the system is going to be performing as required when it's deployed to Production.

3.4.3. **Preparation and Deployment to Production**

- 3.4.3.1. Upon a favourable decision from the DRR, the Contractor shall prepare the Production environment and deploy the new software baseline to that environment. This shall require the Request for Change (RFC) process which asks for a formal software baseline change on production systems and as such is subject to Penetration (Security) testing and independent systems and integration testing performed by Purchaser staff. As the Contractor has kept the Purchaser abreast of the whole system development and the early provision of all technical documentation on the system, this testing period can be wrapped up without undue delay.
- 3.4.3.2. Deployment of the system will follow the guidance in [Reference G].

3.4.4. **Data Migration**

- 3.4.4.1. Data migration will be from the following legacy systems:

- MS EPM 2010, currently being used for Project Management, Time Management etc in the NCI Agency;
- Microsoft Windows SharePoint Services (WSS) 2010 portals used for Project documentation and collaborative work;
- Custom built extensions to MS-EPM 2010 for data related to Risk Management, Resource Management, Baseline Tracking, Highlight Reporting and membership of Project Boards;
- Risk Management data stored within SharePoint lists;
- IBM FocalPoint system currently being used for Portfolio Management and Programme Management, as well as Risk Management in the NCI Agency.

3.4.4.2. Since the new P3SM capability may use business processes different from the legacy system, there may be a need for the Contractor to enhance the existing data through some enterprise level master data and default values.

3.4.4.3. Depending on the Data Migration/Enhancement strategy the Contractor shall perform migration/enhancement activities to ensure that legacy data can be converted to the right format.

3.4.5. **Business Continuity**

3.4.5.1. Current P3SM activities are critical for business operations. Interruption of time booking or project planning activities for more than a few days will disrupt business operations, delay billing and payment to commercial contractors and will cause other adverse effects. The Contractor will be required to minimise this period in agreement with the Purchaser.

3.4.5.2. The initial P3SM release is especially critical, since it will see the migration of data from MS EPM 2010 legacy system which has been in use more than 10 years in the Agency, and the system where most P3SM stakeholders have high familiarity, to a new system most likely no or very few stakeholders are familiar with. Migration from IBM Focal point can be undertaken in the initial or subsequent release. This change will need to be carefully managed by the Contractor.

3.4.5.3. Any subsequent P3SM releases will introduce the value added as compared to legacy P3SM capabilities and are not likely to have an immediate impact on the day-to-day processes of most P3SM stakeholders. The successful launch of these releases are expected to provide many benefits to the Agency and improve the P3SM processes extensively, once the initial familiarization period is over.

3.4.5.4. The bi-directional interface between legacy P3SM tools to EBS shall be replaced by the 3rd party Contractor (Integration Contractor) engaged by the NCI Agency with an equivalent (or richer) interface from the new P3SM capability to EBS with collaboration from P3SM Contractor. The new P3SM product must be ready for operational release in synchronization with the integration implementation layer release to successfully achieve P3SM full operating capability.

3.4.6. Business Change Management

- 3.4.6.1. The Contractor will support the Purchaser in developing the Business Change Management Plan. The Business Change Management Plan shall consider all the activities needed to support the business transformation required during the implementation of the P3SM and shall consider at least the activities required for training, communication and definition of standard operating procedures.
- 3.4.6.2. The Contractor will support the Purchaser in the development of materials related to business change activities, such training materials, communication content, user guides, business process and others as required.

3.4.7. Training and Documentation

- 3.4.7.1. Training courses shall be delivered by the Contractor before each release goes Live.
- 3.4.7.2. Documents shall be brought by the Contractor to their final versions and delivered.

3.4.8. Go Live and Handover

- 3.4.8.1. The go live decision is given upon successful implementation of the User Stories, including business change activities, training and other activities as covered by this contract.
- 3.4.8.2. Any required COTS licenses are activated and the new system is turned on.
- 3.4.8.3. As part of handover to the O&M team, the Contractor performs a Knowledge Transfer session and technical training to the O&M team.

3.5. Hosting and Infrastructure Support

3.5.1. Test Environment

- 3.5.1.1. As the project is going to use an Agile approach to the development of the capability, the iterative activities for software configuration and testing shall be done on a Test environment (TEnv) which is representative of the Production Environment (PEnv) to which the capability will eventually be deployed.
- 3.5.1.2. The Contractor may carry out development, configuration, customisation and testing activities in their factory, but the developed features shall be installed/configured on the TEnv for the iterative phase.
- 3.5.1.3. The TEnv shall be hosted and supported by the Purchaser, but the Contractor shall install, configure, update, and administer the COTS products or customised software delivering the P3SM capability on the TEnv.

- 3.5.1.4. Demonstration, test and acceptance activities to be executed collectively by the Contractor team and the Purchaser team shall be carried out on the TEnv.
- 3.5.1.5. The Contractor shall obtain the advance approval of the Purchaser regarding the environments the formal events will take place on. In requesting the approval, which must be received by the Purchaser at least 4 weeks before the environment is necessary, the Contractor shall indicate what support is requested from the Purchaser and the support timelines, to configure and prepare the environment. This includes any required data from the Purchaser required for the test event. The Reference Environment Configuration shall be formally controlled using configuration management tools, and each baseline that will enter into a contractual event shall be delivered to the Purchaser for approval prior to DRR.
- 3.5.1.6. The Contractor shall ensure that all test/reference environments are always under proper change management and configuration control. The Change Management and Configuration Control specific toolset and process shall be approved by the Purchaser at PMR.
- 3.5.1.7. The TEnv will be hosted on the NR network. It will be available continuously during the iterative development period (see §3.3).

3.5.2. **Reference Environment**

- 3.5.2.1. The Reference environment (REnv) will be a replica of the Production environment to be used for the independent TVV activities as part of the Transition Phase (see §3.3.6).
- 3.5.2.2. The REnv shall be hosted and supported by the Purchaser, and the installation of the P3SM software baseline ready for deployment on the REnv shall be performed by the Purchaser IVV Service Line staff. The Purchaser may request the assistance of the Contractor for installation if required.
- 3.5.2.3. The REnv will be hosted on the NR Network.

3.5.3. **Production Environment**

- 3.5.3.1. The Production environment (PEnv) is going to be used for the deployment of the P3SM baseline once it has passed the IVV and is going to be populated with data through the Data Migration activity (see §3.4.4).
- 3.5.3.2. The PEnv shall be hosted and supported by the Purchaser, and the installation of the P3SM software baseline ready for deployment on the PEnv shall be performed by the Purchaser staff, with support from the Contractor. This is the environment in which the Contractor shall conduct the post-Go Live support (see §3.6.7).
- 3.5.3.3. The PEnv will be hosted on the NR network.

3.6. Integrated Logistics Support (ILS)

3.6.1. General

- 3.6.1.1. The Contractor shall use Reference N as guidance when establishing and conducting the ILS Process, in accordance with the requirements of the contract.

3.6.2. Integrated Logistics Support Plan (ILSP)

- 3.6.2.1. The Contractor shall provide and maintain an Integrated Logistic Support Plan, tailored to the Project phases and in accordance with the requirements described in this section.
- 3.6.2.2. The Contractor shall detail in the ILSP how Integrated Logistics Support will be designed, managed, procured and provided throughout the system lifetime.
- 3.6.2.3. As an Annex to the ILSP, the Contractor shall provide a Support Plan with practical instructions for warranty and optional Contractor Logistics Support (CLS) phase, including but not limited to:
- The Contractor's Support (during warranty and during optional CLS) organization, roles, responsibilities, processes and procedures;
 - Description of the system of interest (SOI) in scope of integrated support, and cross-reference between service levels (types), as defined in SRS Section 4.1, and delivered software components;
 - Description of the integrated support concept, including the maintenance concept, warranty concept, customer support concept, service management & control concept including but not limited to the incident, problem management, release and deployment management, and configuration and change management;
 - Description of the parties involved, their responsibilities for the various levels of support (with indication of start and end dates), interfaces, response times and PoC details;
 - Description and allocation of operation, Service Management & Control and corrective and preventive maintenance tasks required to operate and maintain the system;
 - Description of the Sustainability measures (obsolescence management, failure reporting, performance monitoring, reliability and availability assessment and reporting);
 - Procedures to follow when any part of the system fails;
 - Comprehensive lists of all available support software tools, COTS documentation, technical documentation, training documentation and manuals
- 3.6.2.4. In the event that optional CLS period is activated, the Contractor shall update the Support Plan to include the arrangements during CLS period.

3.6.3. Maintenance and Support Concept

3.6.3.1. Responsibilities

- 3.6.3.1.1. The Contractor's Maintenance and Support Concept (captured in the ILSP) shall define the Maintenance and Support tasks and interfaces at all levels of support and maintenance.
- 3.6.3.1.2. The Contractor's Support process interface definition shall include the input and output information, its structure, the communication path, POCs, the time constraints for sending and receiving information, and quality criteria to evaluate the integrity of the interface.
- 3.6.3.1.3. The maintenance and support responsibilities during different project life cycle phases shall be based upon the responsibilities given in Table 3; if these are proposed to be adjusted, then this shall be made clear. The Support concept of the system shall be based on the multi-level model, as summarized in Table 4.

Support Level	Phase / Responsibility			
	PSA to FSA	During warranty (FSA to FSA+1 year)	After FSA+1 year (without WP3 exercised)	After FSA (with WP3 exercised)
1 st level maintenance and support	Contractor	NCI Agency	NCI Agency	NCI Agency
2 nd level maintenance and support	Contractor	NCI Agency / Contractor	NCI Agency	Contractor
3 rd level maintenance and support	Contractor	Contractor	Contractor (under on-demand support arrangements)	Contractor
4 th level maintenance	Contractor	Contractor	Contractor (under on-demand support arrangements)	Contractor
Updating/Patching	Contractor	SSBA SL / Contractor	SSBA SL	SSBA SL
Administrator training	Contractor	NCI Agency Internal	NCI Agency Internal	Contractor
User training	Contractor	NCI Agency Internal	NCI Agency Internal	NCI Agency Internal

Table 4 – Support levels for P3SM

- 3.6.3.1.4. The fourth and fifth columns refer to the same stage, namely O&M support once the capability has been delivered and warranty expired. Their difference is based on whether the optional Work Package 2 is exercised by the NCI Agency or not. If the option is exercised, the O&M support is mostly outsourced and delivered by the Contractor.
- 3.6.3.1.5. The Contractor shall provide on-site support for both technical assistance and maintenance support for all levels during the 3-month period starting from PSA for the initial release and the 3-month period starting from FSA

subsequent releases. Early Release baselines shall already be embedded within the subsequent baselines.

3.6.3.1.6. The Contractor shall include all operation tasks, SM&C (Service Management and Control) tasks, administrative tasks, platform configuration tasks, corrective maintenance tasks and preventive maintenance tasks within the technical and user documentation/manuals. The tasks shall cover each system function.

3.6.3.1.7. For each task, the technical documentation shall include clear guidance on the support level, task duration/frequency and skill requirements.

3.6.3.2. **Incident Management**

3.6.3.2.1. The Contractor shall establish and maintain a process for reporting, tracking, and resolving incidents. An incident, by definition, would be a wider concept than a Defect, which would normally be detected during tests.

3.6.3.2.2. Incidents document problems during the design, configuration, implementation, or operation of the P3SM capability.

3.6.3.2.3. Incidents shall be closed when the identified problem is resolved, normally within the development iterations, but could also require project-level action if it has a project-level impact. Incidents can only be closed with the Purchaser's approval.

3.6.3.2.4. The Contractor is requested to use an online Incident management tool, with the intent that the incident records be transferred to the NCI Agency at the end of the project to establish an initial knowledge base.

3.6.3.3. **Support Concept Definitions**

3.6.3.3.1. The Support concept is the set of activities and processes in charge of managing the various level of maintenance and to escalate the problem to the appropriate level in accordance with the defined responsibilities.

3.6.3.3.2. It uses a systematic approach, to minimise the logistic delay and assure the maximum level of Service and Operation availability.

3.6.3.3.3. It is based on the Incident management process defined in ISO/IEC 20000 and ITIL framework or equivalent.

3.6.3.3.4. Service Management is divided in three different level of service, which interface each other, in order to activate the proper level of maintenance in accordance with the event that has happened on the system.

3.6.3.3.5. The objective of Incident Management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user, at a cost-effective price.

3.6.3.4. **First Level Support Process**

- 3.6.3.4.1. The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- 3.6.3.4.2. As part of the Incident Management, the NCI Agency Centralised Service Desk (CSD) receives the issue from the user, puts it into a standard format (Trouble Ticket (TT)), performs an initial assessment and distributes it to the predefined actors to solve it.

3.6.3.5. **Second Level Support Process**

- 3.6.3.5.1. The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- 3.6.3.5.2. The Problem Management process receives the TT from the Service Desk and performs the following tasks (not limited to):
- (Re-)evaluation of TT category, criticality and priority;
 - Identification of the root cause of the issue (e.g. by issue replication testing);
 - Identification of workarounds;
 - Identification and initial planning of possible short, medium and long-term solutions (e.g. workarounds, patches, or new baseline or CI releases);
 - Create Problem Analysis Report and Change Request incl. schedule of implementation, and synchronisation with the Baseline Maintenance process;
 - Presentation of the Problem Analysis Report and Change Request to the CCB for approval;
 - Monitor and Control the approved Change Request during implementation;
 - Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the Change Request, in case the incident cannot be solved at 2nd level;
 - Perform the post Change Request implementation review.

3.6.3.6. **Third Level Support Process**

- 3.6.3.6.1. The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- 3.6.3.6.2. It Includes the Maintenance Process as part of the Release Management.
- 3.6.3.6.3. The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks (not limited to):

3.6.3.6.4. Release of the solution (release unit/record)

- Development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release);
- Testing of the solution (e.g. Regression testing, issue/deficiency replication testing);
- Update of baseline content and status;
- Delivery and deployment of the solution.

3.6.3.7. Maintenance Concept Definitions**3.6.3.7.1. The maintenance concept includes the following activities:**

- the Maintenance of all the Configuration Items and all related items;
- the execution of all the required preventive and corrective maintenance activities for all the system and its subsystems for each level;
- the allocation of the Maintenance tasks to the respective maintenance levels and the related organisation.

3.6.3.7.2. The Maintenance Concept is the set of activities and processes in charge of restoring the system functionality in the shortest time possible.**3.6.3.7.3. The Maintenance to be provided in a proactive and reactive manner by the Service Provider.****3.6.3.7.4. All proactive Maintenance tasks are defined in the Service/Capability and Site specific O&M Manuals (What) and corresponding Procedures (How) and scheduled in the Maintenance Plan.****3.6.3.7.5. Reactive Maintenance activities are triggered by Incident and Change Requests coming either from the Service Customer via the Customer Support Services or from the OEM/Vendor.****3.6.3.7.6. The Baseline Maintenance process is decomposed into 1st, 2nd, 3rd and 4th Level Maintenance tasks.****3.6.3.8. First Level of Maintenance****3.6.3.8.1. It is responsible for the very basic maintenance activities. It is responsible to activate the second level of maintenance when it is needed.****3.6.3.8.2. It implements the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding O&M Manual. All 1st Level Maintenance procedures do not require specialised tools and/or specialised personnel.****3.6.3.9. Second Level of Maintenance**

3.6.3.9.1. It is responsible of isolation and resolution of system-level maintenance and management of deficiency reports and repair. It is responsible to activate the third level of maintenance when it is needed.

3.6.3.9.2. It implements the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding Manual. All 2nd Level Maintenance procedures do not require specialised tools and/or specialised personnel.

3.6.3.10. **Third Level of Maintenance**

3.6.3.10.1. It is responsible of any support that involves a change to the system baseline, such as software patches or new releases.

3.6.3.10.2. It implements the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding Manual. 3rd Level Maintenance procedures can require specialised tools and/or Personnel

3.6.3.11. **Fourth Level of Maintenance**

3.6.3.11.1. It is the hardware vendor or the software original developer. It is activated from the 3rd level of maintenance only when is needed.

3.6.4. **Technical Documentation**

3.6.4.1. The Contractor's technical documentation shall be provided as follows:

- a. On-line technical publication shall be accessible using the platform;
- b. Off-line technical publication shall be accessible without using the platform.

3.6.4.2. Technical documentation shall consist (as a minimum) of:

- i. Training documentation (off-line documentation);
- ii. Operation and User Manuals (off-line documentation);
- iii. Maintenance Manual (including administration manuals) (off-line documentation);
- iv. OEM (for COTS product) (off-line documentation);
- v. Quick user guide (on-line documentation);
- vi. Release Notes (on-line documentation);
- vii. Read me file (on-line documentation);
- viii. On line Help (on-line documentation);
- ix. Frequently Asked Question (FAQ; on-line documentation).

3.6.4.3. All the activities, milestones and actors associated with the development of technical documentation shall be described in the Contractor's ILSP.

- 3.6.4.4. All the off-line technical documentation shall be provided by the Contractor in electronic form.
- 3.6.4.5. The Contractor shall submit documentation, intended for review by the Purchaser, with each modification identified through the change tracking feature or otherwise marked
- 3.6.4.6. The Contractor shall provide all the technical documentation in the English language.
- 3.6.4.7. The Contractor shall develop, provide and maintain the operation, maintenance and administration manuals.
- 3.6.4.8. The Contractor's developed manuals shall define the in-depth, step-by-step procedure how to operate the system and how to perform operation and administration tasks including Level 1/Level 2 corrective and preventive maintenance and support tasks.
- 3.6.4.9. The Contractor shall provide COTS Software manuals that is coherent with the operation configuration.
- 3.6.4.10. The Contractor's Platform shall be equipped with a Quick User Guide.
- 3.6.4.11. The Contractor's Quick User guide shall describe the frequently used user functions in a short format.
- 3.6.4.12. The Contractor's Quick User guide shall be integrated in the "help on line" publication.
- 3.6.4.13. Each Contractor's Platform release shall be equipped with a Release Notes file which shall include the change log describing the difference in functionality with the previous release and known issues of the current release.
- 3.6.4.14. The Contractor's Platform Read Me files shall at minimum contain:
 - a. minimal system requirements necessary to run the specific Platform part;
 - b. the functional changes since the latest release;
 - c. the solved errors;
 - d. known errors;
 - e. contact information for problem reporting.
- 3.6.4.15. The Contractor shall test and validate the procedures and resources described in the technical manuals.
- 3.6.4.16. The Contractor shall provide the draft documentation at least a month prior to testing cycle for each release. Any resulting recommended changes, corrections and/or additions submitted by the Purchaser shall be incorporated by the Contractor in the final version that will be provided before completion of Release 1 and Release 2.

- 3.6.4.17. Until the expiration of the warranty, the Contractor shall remain responsible for any changes to the manuals required as a result of any omission or inaccuracy discovered in use or, whenever changes/modifications in SW and SW Tools are made under the Contractor's responsibility.

3.6.5. Software Delivery

- 3.6.5.1. The Contractor shall be fully responsible for the shipment and delivery of all the deliverables, (including any customs or export procedures) under this contract including software, hardware (CD/USB/memory stick) and documentation.
- 3.6.5.2. The Contractor shall make sure all deliveries are coordinated 5 working days in advance with Purchaser PoC's and properly labelled and identified on the cover for physical deliveries. The identification shall include the contract and CLIN number including the versioning of the deliverables. In the case that Contractor PoC's delivering the items physically, the Contractor shall formally inform the Purchaser CO and ILS PoC's about the delivery.
- 3.6.5.3. The Contractor shall provide a detailed Software Distribution List (SWDL), which shall detail comprehensively all CSCIs and associated software, firmware or feature/performance licenses provided under this Contract. The SWDL shall include, the following data elements:
- a. CSCI identification number;
 - b. nomenclature;
 - c. version number;
 - d. license number and key (if applicable);
 - e. license renewal date (if applicable);
 - f. warranty expiration date;
 - g. date of distribution;
 - h. distribution location (geographically);
 - i. distribution target (server).
- 3.6.5.4. The Contractor shall make sure that all licenses are registered with the NCI Agency as end-user.
- 3.6.5.5. The Contractor shall provide "Special to Type" software tools and/or test SW if required for the support of the system, in particular on the Reference System.
- 3.6.6. Training**
- 3.6.6.1. General**
- 3.6.6.1.1. The Contractor shall provide P3SM training, including both classroom and E-learning / Computer Based Training (CBT), for the Purchaser users and system administrators as designated by the Purchaser.

- 3.6.6.1.2. The Contractor's training shall be provided as separate sessions before each release during the project implementation, and shall include user and administrator training on each Releases, including explanation of the differences, affected functionalities and additional features in relation to previous Release capabilities.

3.6.6.2. Training Plan

- 3.6.6.2.1. All the activities, milestones and actors associated with the training shall be guided by the Contractor's Training Plan. This shall describe in a coherent way how training will be designed, developed, delivered, and maintained throughout the life of the project and when in the support phase.
- 3.6.6.2.2. The Contractor's Training Plan shall describe the training documentation for each course including but not limited to the syllabuses, schedules, course prerequisites (both for attendees and physical resources), evaluations and instructors.
- 3.6.6.2.3. The Contractor shall recommend in this plan the mode(s) of training (e.g. formal classroom, individual computer-based, on-the-job, commercial or a combination etc) and the rationale for those recommendations for each type of training (User , Administrator, etc.).

3.6.6.3. Training Materials

- 3.6.6.3.1. The Contractor shall provide all the appropriate training documentation to support the Purchaser Personnel to test, operate and maintain the system and its reference environment and support tools.
- 3.6.6.3.2. The following system Training Material shall be generated by the Contractor:
- a. Training Syllabus;
 - b. Student Manual;
 - c. Instructor Guide and Material;
 - d. Learning Guide;
 - e. Quick Reference card;
 - f. upon completion - a Training Certificate;
 - g. course evaluation feedback form.
- 3.6.6.3.3. A training database will be developed by the Contractor, in coordination with the Purchaser, which will used by the Contractor for training purposes and development of the training material. The Contractor may wish to use a sub-set of data as migrated from MS-EPM.
- 3.6.6.3.4. Training material shall be based on existing COTS training material; new material to be developed only where required, for the revised business processes and/or workflows and for customisations and interfaces to other systems.

- 3.6.6.3.5. The P3SM training material can consist of a mix of materials, including handbooks, PowerPoint slides and Computer-based training courses.
- 3.6.6.3.6. The Contractor shall either develop or update deliverables based on gaps per fit/gap analysis and implementation impact. This shall also cover any interfaces to other systems.
- 3.6.6.3.7. The development and update of the training materials shall be based on the P3SM master data to be confirmed by the Purchaser and provided early in the Data Migration activity.
- 3.6.6.3.8. The Contractor shall develop and provide a Student Handbook for each course, with necessary information on all lesson objectives and contents, guidance for all learning activities and cross-references to assist the students in achieving the course objectives.
- 3.6.6.3.9. The Contractor's System Administrator Training shall provide as a minimum the following training on the system:
 - a. how to install, configure and maintain (Level1/2/3) the system capability, including COTS components;
 - b. how to maintain the system and how to use the logging and performance counters provided by the system which, as minimum, shall include:
 - i. all the configuration settings for the system modules, services and components;
 - ii. how to configure the logging and uses of performance counters;
 - iii. where to find the log files;
 - iv. the different categories of logging;
 - v. the different performance counter categories.
 - c. how to trouble shooting the system, including actions to solve a full range of (potential) problems or provide workarounds;
 - d. how to manage database information, including database tables, triggers and stored procedures;
 - e. how to perform back-up and restore procedures.
- 3.6.6.3.10. The Contractor shall provide an Instructor's Guide for each training course.
- 3.6.6.3.11. The Contractor's Instructor's Guide shall contain all necessary information to prepare and conduct lessons and to evaluate students, including exercises, quizzes, and examinations and their corresponding answer sheets and shall also provide notes to instructors to assist in conducting the lecture or exercise.
- 3.6.6.3.12. The Contractor shall revise/ refine and reissue course material and CBT/E-Learning products to reflect the consolidated student feedback, from completed evaluations at the end of each course, and proposed improvements in the training evaluation report.

3.6.6.4. Computer-Based Training (CBT)

- 3.6.6.4.1. All Contractor's e-learning training material should be prepared in compliance with the Sharable Content Object Reference Model (SCORM) edition 2004.
- 3.6.6.4.2. The Contractor's CBT/E-Learning material shall complement the P3SM classroom training and online help capabilities by defining and explaining key concepts and terminology of the operational processes incorporated into the P3SM system features and functions.
- 3.6.6.4.3. CBT content for this project shall cover any new modules or capabilities and will update the CBT for existing modules when there are functional or workflow changes. The Contractor shall provide the "as-built" CBT training material for out-of-the-box functionality.
- 3.6.6.4.4. The Contractor shall use an integrated, interactive online help capability to produce the CBT.

3.6.6.5. Training Delivery

- 3.6.6.5.1. P3SM system training courses shall be developed and delivered by the Contractor, with support from the Purchaser in terms of the details of business content and business training. System training and business training shall be integrated. Training structure and content for the two types of training shall be pre-coordinated during its development between the Purchaser and the Contractor.
- 3.6.6.5.2. The Contractor shall deliver training courses to the User Community for P3SM at the main NCI Agency locations in Europe (The Hague, Mons and Brussels) for all the required P3SM user profiles (see Annex A).
- 3.6.6.5.3. The Contractor shall deliver technical training to support personnel for P3SM at one of the main NCI Agency locations in Europe (The Hague, Mons and Brussels).
- 3.6.6.5.4. The duration and number of sessions shall be agreed upon in the Training Plan, but should be sufficient to cover all users in all roles as described in requirement ID P3SM_TECH_020 of ANNEX A.

3.6.7. Operational Support and Warranty**3.6.7.1. Operational (Post-Go-Live) Support**

- 3.6.7.1.1. There shall be an elevated level of support (to be named HyperCare) within the first 3 months of Go Live for each envisioned release of P3SM as part of the implementation project.
- 3.6.7.1.2. The Contractor shall provide functional and technical support staff who will be located in NCI Agency Mons with the NCI Agency SSBA SL Team for 3-month periods following successful roll-out of the final release.

These functional and technical support staff shall work under the lead of the P3SM Service Owner (NCI Agency SSBA SL).

- 3.6.7.1.3. This Contractor support shall be provided Monday through Friday during local business hours, eight (8) hours a day, with after-hours support available in the event of a major system failure. Necessary Contractor travel may be needed to take place outside of normal working hours.
- 3.6.7.1.4. The Purchaser will be responsible for the scheduling of the support program and associated planning.
- 3.6.7.1.5. The Contractor shall provide personnel who meets or exceeds the criteria for a Support Engineer with a level of expertise as defined in Section 6.
- 3.6.7.1.6. Between PSA and FSA + 3 months, the Contractor shall set-up an active support line through its on-site or off-site personnel to answer user questions and assess the feedback (based on usability) from the user regarding the deficiencies or shortcomings. Also the Contractor shall organize monthly interactive user sessions in one of the Purchaser locations to respond to the user questions and feedback.

3.6.7.2. **Warranty**

- 3.6.7.2.1. The Contractor shall warrant that all SW, Tools, documentation delivered under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship for a period starting at date of FSA for a period of one year.
- 3.6.7.2.2. The Contractor shall also offer 1 year warranty on all COTS and custom-developed code in the scope of Release 1 and Release 2 from the FSA until FSA+1 year. To ensure continuous operational availability, the Contractor shall fix any deficiency or failure with highest priority and set timelines within the period between PSA and FSA.
- 3.6.7.2.3. The application of any fixes under warranty shall require collaboration with the SSBA SL team. Warranty on the COTS products are part of the maintenance agreement with the specific COTS vendors and is not part of the Contractor's responsibility unless they are the vendor.
- 3.6.7.2.4. The Contractor shall be responsible for the provision of any alternative or superseding COTS SW and Licences, should the original one be no longer supported or available, ensuring compliance with the original design provided by this Contract.
- 3.6.7.2.5. During the warranty period, the Contractor shall be responsible for supplying all COTS software upgrades and updates.

3.6.8. **Contractor Logistics Support (CLS)**

- 3.6.8.1. If the option for WP3 is exercised, the Contractor shall provide CLS services in accordance with the requirements of this section for a period of 1 year renewable annually for up to 5 years.

- 3.6.8.2. The CLS services for technical assistance, 2nd level (when applicable), 3rd and 4th level Support and Maintenance levels shall be provided off-site from the Contractor's premises. The Contractor shall provide the maintenance and support services Monday-Friday within Purchaser business hours, i.e. 08.00-17.00, with response time of maximum 1 hour and resolution time maximum 4 hours (for workarounds and easy bug fixing). Any Contractor on-site required presence will be coordinated with the Purchaser in advance.
- 3.6.8.3. If the CLS services option WP3 is activated from FSA, then the Contractor shall integrate the warranty already within the CLS 1st year services.
- 3.6.8.4. The Contractor shall ensure that all software procured under the Contract have software licenses valid for the duration of the contracted CLS, and shall renew Software licenses when required and for a duration sufficient to cover the contracted CLS period.
- 3.6.8.5. The Contractor shall provide a monthly CLS Performance Report for Contractor support performance during the contract CLS period which includes, as a minimum, the following:
- measurements of the performance and quality figures, the incident and support request and resolution times and extracts from system performance and monitoring tools;
 - details of all failures, support requests and warranty cases that have occurred during the reporting period;
 - applied changes to the product baseline; and
 - expended resources.
- 3.6.8.6. During the CLS period, the Contractor shall provide an Annual Recurrent Training Programme, which consist of user and administrator trainings as detailed in §3.6.6.
- 3.6.8.7. The Contractor shall provide dedicated engineering support (as part of 3rd Level support) in the event that Purchaser software environment and platform changes effect the usability and configuration of P3SM software package and reimplementation and reconfiguration is required due to this change.

4. PROJECT MILESTONES, REVIEWS AND DELIVERABLES

4.1. Milestones

- 4.1.1. Although the project shall follow an Agile methodology, there are some formal milestones (some tied to payments) where a Document Review/Gate check is conducted. This effectively makes the approach a Hybrid Agile one. Table 5 shows the formal project milestones.

Code	Milestone	Review Meeting
PS	Start of Project (Effective Date of Contract-EDC)	N
KCK	Project Kick-off Meeting	N
PMR	Project Management Review	Y
JADIE	Joint Architecture, Design & Integration Exercise	Y
AR	Architecture Review	Y
DRR-1	Deployment Readiness Review for Baseline 1	Y
PSA	Partial System Acceptance	Y
DRR-2	Deployment Readiness Review for Baseline n	Y
FSA	Final System Acceptance	Y
PE	End of Project	Y

Table 5 – List of Project Milestones

- 4.1.2. Figure 2 shows the P3SM implementation concept with the major milestones reflected. As it can be seen, the implementation covers the three phases previously mentioned, where the Construction phase is an iterative one and the transition phase covers the release of the software being deployed to Production once the development is completed.
- 4.1.3. The Contractor shall present during the milestone meeting any changes to the following information:
- Any changes to the PMS;
 - Any changes in risks or issues that have been identified based on the review for the Milestone;
 - Any CRs that have been raised as a result of the review.

4.2. Project Kick-Off Meeting

- 4.2.1. The CPM or designated representative shall participate in a P3SM project kick-off meeting with the PPM, PPO and other members of the Purchaser team. This meeting shall be held at the Purchaser's facility, with attendance of the Contractors team in person being mandatory.

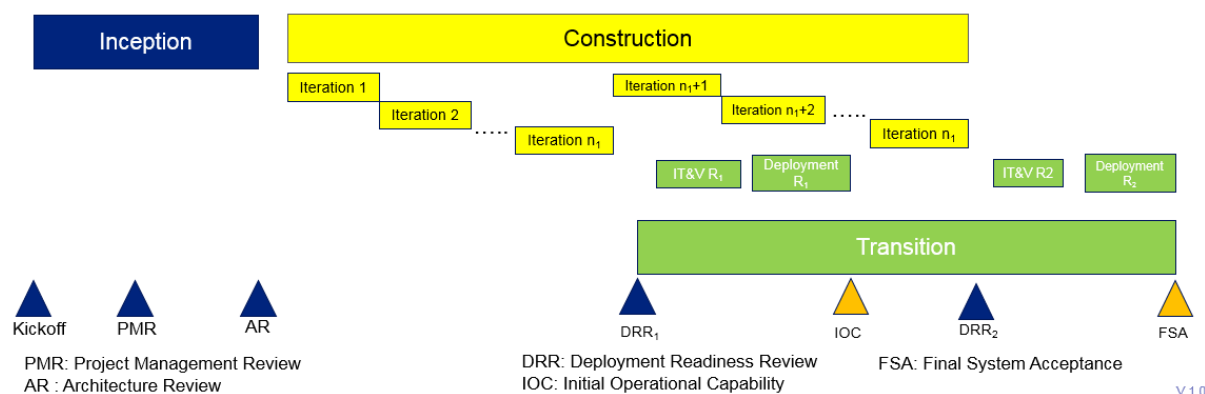


Figure 2 – P3SM Implementation Concept

4.2.2. The Contractor shall be prepared to:

- present the draft PMP used for the Bid, updated if necessary (not to be formally reviewed);
- present a review of Assumptions and Restrictions.

4.3. Project Management Review (PMR)

4.3.1. The purpose of the PMR is to approve the scope and the plan for Contractor activities provided within this Contract.

4.3.2. The Contractor shall provide the deliverables as listed in Table 6 for the PMR:

Deliverable
Project Management Plan (PMP)
Project Master Schedule (PMS)
Risks, Assumptions, Issues, Decisions (RAID) Log
Risk Management Strategy
Issue Resolution Strategy
The Project Master Test Plan (PMTP) - Draft
Initial Iteration Plan
Configuration Management Plan (CMP)
Quality Assurance Plan (QAP)
Quality Log
Sample CR form and Change Log
Product Descriptions for all Products

Table 6 – Deliverables to review in the PMR milestone

4.3.3. **Entry Criteria for the PMR**

4.3.3.1. One month has passed after the EDC.

- 4.3.3.2. Contractor has successfully delivered the required deliverables as listed in Table 5.

4.3.4. Acceptance Criteria for the PMR

- 4.3.4.1. Purchaser written approval of the content of the PMP and its Annexes.
- 4.3.4.2. Purchaser written confirmation of achieving user commitment to the user-related activities and schedule in the PMS.

4.4. Joint Architecture, Design & Integration Exercise (JADIE)

- 4.4.1. The purpose of the JADIE is to collaborate with the Integration Contractor and the Purchaser to identify the data integration design and provide expertise on how best to integrate with the P3SM tool. The outputs of this collaboration regarding the P3SM COTS product will be detailed in the Technical Architecture deliverable related to the bi-directional data requirements, outlined in table 6.
- 4.4.2. All information and data objects that are exchanged from NR to NU must be labelled in accordance with agreed NATO Standards, in particular ADatP-4774, ADatP-4778 and ADatP-4778.2.
- 4.4.3. Acceptance Criteria for the JADIE**
- 4.4.3.1. The Contractor has provided clear data import and export data schemas and has agreed with the 3rd party Contractor and Purchaser.

4.5. Architecture Review (AR)

- 4.5.1. One of the first activities of the Construction phase is to agree and baseline the architecture of the system to provide a stable basis for the design and implementation effort in the iterations of the Construction phase.
- 4.5.2. The AR highlights the provision of a robust architecture that will be the basis for iterative development in this Phase. The milestone will verify the following items:
- Is the application architecture, technical architecture, and data architecture stable?
 - Have all the architecturally-significant requirements been identified?
 - Have all the architecturally-significant requirements been analysed to reveal possible effects on the architecture?
 - Have key configuration decisions been documented and tested?
 - Have the architectural risks been mitigated?
 - Are schedule and cost estimates for the remaining phases adjusted for new information, justified, prepared and communicated?
 - Are we certain enough about the solution that we can commit more resources to begin implementation?

- 4.5.3. The Contractor shall provide the deliverables listed in Table 7 for entry to the AR:

4.5.4. Deliverable Acceptance Criteria for the PMR	Notes
Documents	
<i>Initial Architecture Vision</i>	
Technical Architecture	Lists Technical architecture requirements and documents the strategy you will use for the design and development of the system you are implementing. This task shall address the capacity and processing requirements of the final production environment as well as the interim development, test and project support environments.
High-Level Software Architecture Description	The software architecture to be used for implementation
Requirements Traceability Matrix	Requirements (user stories and technical requirements) mapped to components or customisations
System Security and Control Strategy	Security aspects of the new solution, to be used as the basis of the Accreditation documentation.
Data Acquisition and Conversion Requirements	There is a need to convert a large amount of data from their current MS EPM 2010 format, and other sources, to the new P3SM capability format. There might also be the need to enhance the data. Only active projects will be migrated.
Project Master Test Plan (PMTP)	This shall include how testing should be performed in the various stages at the project, which tools should be used (if any) and how, which best practices and international standards will be applied, what metrics should be collected, how test data should be produced and what testing environments should be used in the tests. The PMTP shall also define the acceptance criteria of the solution.
Accreditation Documents	
CIS Description Document	This document will be produced with information from Purchaser about the Hosting environment.
Security Accreditation Plan	This document will be produced with support from Purchaser and in synchronisation with the Project Master Schedule.
Environments	
Development Environment	Development environment shall be ready before Construction starts.
Test Environment	Test environment shall be ready before Construction, infrastructure shall be provided by the Purchaser.

Table 7 – Deliverables to review in the AR milestone

4.5.5. **Entry Criteria for the AR**

- 4.5.5.1. Draft versions of the documents have been reviewed by Purchaser and final drafts have been delivered to the Purchaser for review.
- 4.5.5.2. Contractor has successfully delivered all the required deliverables.

4.5.5.3. All relevant workshops and meetings have been successfully concluded.

4.5.6. **Acceptance Criteria for the AR**

4.5.6.1. Purchaser written approval of the deliverables for the AR.

4.6. **Deployment Readiness Review (DRR)**

4.6.1. This milestone shall verify if the Contractor has done everything necessary to enable the deployment of a developed software baseline to Production. It is also the triggering event for the Transition Phase, if passed successfully. Since the project plans for the possibility of multiple P3SM releases, there may be multiple DRR milestones, named DRR-1, DRR-n etc.

4.6.2. The DRR milestones shall be used to determine the following items:

- Have the users been properly involved to verify the implementation of the functional requirements?
- Are the non-functional requirements, such as security, reliability, etc. being adequately addressed?
- Is the system ready for the IVV activity, including Security Testing?
- Have the training materials been completed and accepted?
- Does the release cover the required portion of features as planned?
- Has all the data migration and data enhancement for this deployment been completed?

4.6.3. For the DRR milestones, the Contractor shall provide, and the Purchaser shall review and approve, all the deliverables listed in Table 8.

Deliverable	Notes
Future Process Model	Documenting the business processes that will be in effect after the P3SM capability has been deployed.
Architecture Description	Updated from the Initial Architecture Vision as required.
User Stories	Revised during development iterations.
Installation Plan	Plan clearly describing the activities and schedule for installation to Production.
Installation Routines	Automated functions and detailed instructions to install the software, including customizations in the testing and production environments.
Test Scenarios and Scripts	Any manual test scenarios or automated test scripts developed during the development iterations.
Iteration Reports	These capture the findings and decisions during the development iterations.
Training Plan	The plan for training (completed before Go Live) should be ready.
Transition Plan	Define your plans for taking the new system into production. Describes how the transition is to be made from the old system(s) to the new capability. Includes the plan for transition from the Contractor to the support organisation, including relevant information to support the creation of Operating Level Agreements (OLA) between the support organisations and enabling services (e.g. hosting & infrastructure).
Integrated Logistics Support Plan	Describe the processes for Maintenance and Support, Training, Warranty and Contractor Logistics Support.

Converted and Verified Data	Data migration relevant for this release must have been completed.
Baseline P3SM Release	Baseline P3SM software to be deployed to Production.
Updated PMP/PMS	Any deviations from the initial plan and the plan for the remainder of the project.

Table 8 – Deliverables to review in the DRR milestones

4.6.4. Entry Criteria for the DRR

- 4.6.4.1. Draft versions of the documents have been reviewed by the Purchaser and final drafts have been delivered to the Purchaser for review.
- 4.6.4.2. Contractor has delivered to the Purchaser all the required deliverables.
- 4.6.4.3. All relevant workshops and meetings have been successfully concluded.
- 4.6.4.4. A baseline software release is available. This is the release to be deployed to Production.

4.6.5. Acceptance Criteria for the DRR

- 4.6.5.1. Purchaser written approval of the deliverables for the DRR.
- 4.6.5.2. Purchaser Confirmation for the dates of the Transition Phase PMS.

4.7. Partial System Acceptance (PSA)

- 4.7.1. This milestone shall check if the Contractor has done everything necessary to complete the implementation of P3SM Release 1.
- 4.7.2. The PSA milestone shall be used to determine compliance of the following items:
 - Management signoff for Release 1 obtained from the Purchaser;
 - Operational issues have been addressed with Purchaser stakeholders;
 - A Future Enhancement Plan has been developed by the Contractor;
 - Application and database administration and support staff from the Contractor have been properly trained for the CLS phase between PSA and FSA;
 - System is demonstrated to meet performance requirements.
- 4.7.3. The Contractor shall provide the deliverables listed in Table 9 for entry to the PSA milestone:

Deliverable	Notes
Future Moscow Requirements	Covering any requirements that were identified but left to a future update.
Performance Test Results	Updated after stable Production environment reached.
Transition Report	Report on how the Transition Plan was implemented.
User Training	All user training for Release 1 must have been delivered before PSA.

Technical Training	All technical training for support staff for Release 1 must have been delivered before PSA.
Initial Production Environment	P3SM Release 1 deployed and operational on the Production environment, with the migrated data for Baseline 1.
PMP/PMS	Updated plan / schedule showing the resources and timing for the rest of the project.

Table 9 – Deliverables to review in the PSA milestone

4.7.4. **Entry Criteria for the PSA**

- 4.7.4.1. P3SM initial software baseline has been successfully accredited.
- 4.7.4.2. P3SM initial software baseline has been deployed to Production.
- 4.7.4.3. User Training for Baseline 1 has been completed.
- 4.7.4.4. Production version confirmed by Purchaser as stable.
- 4.7.4.5. Post-Go Live Contractor resources in place for support.
- 4.7.4.6. Contractor has delivered all the required deliverables.

4.7.5. **Acceptance Criteria for the PSA / Interim Releases**

- 4.7.5.1. Purchaser written approval of the deliverables for the PSA / interim release.
- 4.7.5.2. Purchaser Confirmation for the plan for the rest of the project.
- 4.7.5.3. Purchaser written acknowledgement of successful IT Transition for the in subject release.

4.8. **Final System Acceptance (FSA)**

- 4.8.1. This milestone shall check if the Contractor has done everything necessary to complete the implementation of P3SM and will determine if the Transition Phase has been successfully completed;
- 4.8.2. The FSA milestone completion criteria are the following items:
 - Management signoff for all previous Releases obtained from the Purchaser;
 - Operational issues have been addressed with Purchaser stakeholders;
 - Business change activities have been completed;
 - If required, a Future Enhancement Plan has been updated by the Contractor;
 - Application and database administration and support staff for post-FSA have been properly trained for support.
 - System is demonstrated to meet performance requirements.
- 4.8.3. The Contractor shall provide the deliverables listed in Table 10 for entry to the FSA milestone:

Deliverable	Notes
Future Moscow Requirements	Covering any requirements that were identified but left to a future update.
Performance Test Results	Updated after stable Production environment reached.
IT Transition Report	Report on how the IT Transition Plan was implemented.
Upgrade Plan	Information about upcoming COTS changes, expected lifetime of current components and any proposed replacements.
Support Plan	Plan defining all support-related processes such as Incident Management, Backup and Restore, System Administration, Release Management, Patches and Upgrades etc.
User Training	All user training must have been delivered before FSA.
Final Production Environment	All P3SM Releases deployed and operational on the Production environment, with data migration completed.
PMS	Updated schedule showing the resources and timing for Post-Go Live support for the delivered system.

Table 10 – Deliverables to review in the FSA milestone

4.8.4. **Entry Criteria for the FSA**

- 4.8.4.1. P3SM final software baseline has been successfully accredited and deployed to Production.
- 4.8.4.2. All User Training has been completed.
- 4.8.4.3. Production version confirmed by Purchaser as stable.
- 4.8.4.4. Post-Go Live resources in place for support.
- 4.8.4.5. Contractor has delivered all the required deliverables.

4.8.5. **Acceptance Criteria for the FSA**

- 4.8.5.1. Purchaser approval of the deliverables for the FSA.
- 4.8.5.2. Purchaser Confirmation for the plan for Post-Go-Live Support.
- 4.8.5.3. Purchaser acknowledgement of successful IT Transition.

4.9. **End of Project (PE)**

- 4.9.1. This milestone shall follow from the FSA and will be reached when all the remaining deliverables are completed and the Post-Go-Live support is ended.
- 4.9.2. The Contractor shall provide the deliverables listed in Table 11 for the PE milestone:
- 4.9.3. **Entry Criteria for PE**
 - 4.9.3.1. Post-Go Live support has been successfully completed.

4.9.3.2. Contractor has delivered all the required deliverables.

Deliverable	Notes
Post-Production Risk Assessment	During Project Closure, conduct a post-production risk assessment to properly ascertain any remaining or possible risk prior to transitioning the Risk Management System to the IT Support Organisation.
Final Issue and Problem Report	Analyse the Issue/Problem Log and consider the business impact and risk of any unresolved issues. Document this analysis in the log or create a separate Final Issue and Problem Report. Provide this information to the Purchaser and transition the Issue and Problem Management System to the Purchaser.

*Table 2 – Deliverables to review in the PE milestone*4.9.4. **Acceptance Criteria for PE**

4.9.4.1. Purchaser approval of the deliverables for PE.

5. CONTRACTOR RESOURCES AND LABOUR CATEGORY DESCRIPTIONS

5.1. General

- 5.1.1. This section outlines minimum educational and experience qualifications for Contractor staff. Substitution of experience or education is allowed as outlined in Table 12.

Education	Equivalent Education + Experience	Equivalent Experience
Associate's degree		2 years of relevant experience
Bachelor's degree	Associates + 2 years of relevant experience	6 years of relevant experience
Master's degree	Bachelors + 4 years of experience	8 years of relevant experience

Table 3 – Education and Experience

- 5.1.2. Any change in the assignment of the Contractor resources shall be subject to advance approval from the Purchaser Contracting authority.
- 5.1.3. Any request for change in the assigned Contractor resources shall be requested by the NATO Contracting Authority to the Contractor Point of Contact for Contract Administration, identifying both the labour category and the period of performance requested.
- 5.1.4. The Contractor shall propose candidates which meet the requirements listed in this Section, satisfying the requirements stated for the requested labour category.
- 5.1.5. Performance Assessment Parameters
- 5.1.5.1. The Purchaser expects the Contractor's Staff to meet the following performance requirements (list not exhaustive):
- 5.1.5.2. Technical – consisting of:
- Demonstrated technical knowledge at the levels required by this SOW;
 - Demonstrated productivity, efficient time management, motivation and proactive attitude;
 - Demonstrated experience with the main COTS capability to be used to implement P3SM;
 - Effectiveness in providing the required level of support for the entire P3SM implementation Contract, as required by this SOW;
 - Ability to effectively collaborate and communicate with the other key stakeholders, as required by this SOW;

- Ability to identify risk factors and alternatives for alleviating risk;
- Ability to identify and solve problems expeditiously;
- Ability to employ the standard tools/methods/ procedures applicable to the tasks, as required by this SOW.

5.1.5.3. Management – consisting of:

- Overall communication with Purchaser's Staff;
- Effectiveness and reliability of Contractor's personnel;
- Ability to effectively manage sub-contractors (if any);
- Planning, scheduling, and monitoring.

5.1.5.4. Customer Satisfaction – consisting of:

- Contractor's personnel overall performance;
- Contractor's personnel ability to be cooperative, business-like and concerned with the interests of the customer;
- Contractor's personnel inter-personal skills.

5.2. Levels of Expertise

5.2.1. Consultant Support is divided into the following classifications dependent on education and experience:

- 5.2.1.1. **Level 1:** The most senior or principal staff. Individuals in this category possess unusual and unique technical knowledge and experience in the given discipline. These individuals are normally the corporate experts on a subject. An advanced degree, normally a doctorate would be expected at this level. If a doctorate is not possessed, extensive and unique experience would be required. An individual at this level would be expected to have published literature in his field or have been a collaborator on published works.
- 5.2.1.2. **Level 2:** Individuals in this category are Senior Staff that are experts in their discipline with considerable experience. Individuals at this level have normally been Lead Staff on large and complex projects within the company or been responsible for significant research work within the company. The individual would be expected to have a minimum of a Master's Degree, if not a doctorate. If such educational level has not been attained, extensive or unique knowledge or experience would be required.
- 5.2.1.3. **Level 3:** Individuals in this category are considered journeymen staff, personnel with excellent knowledge and significant experience in their discipline. The individual would normally be expected to have a minimum of a Baccalaureate Degree but may compensate for a lack of formal education by extensive or unique experience. An individual at this level would be expected to have assisted senior staff on major projects in his field.

5.3. Contractor's Project Manager (CPM)

5.3.1. The Contractor's Project Manager shall be responsible for project management, performance and completion of tasks and deliveries. In particular, he/she shall be responsible for:

- Establishing and monitoring project plans and schedules with full authority to allocate resources to insure that the established and agreed upon plans and schedules are met;
- Managing costs, technical work, project risks, quality, and corporate performance;
- Managing the development of designs and prototypes, test and acceptance criteria and implementation plans;
- Establishing and maintaining contact with Purchaser, sub-contractors, and project team members;
- Having regular contact and information exchange with the Purchaser PM;
- Escalating issues and risks to the relevant escalation hierarchy in a timely manner;
- Managing the sub-contractors' work at the project level;
- Providing administrative oversight and serving as a liaison between the Purchaser and corporate management;
- Ensuring that all activities conform to the terms and conditions of the contract.

5.3.2. **Education.** Master's degree in management, engineering, or business administration. Formal certification through PRINCE2 Certification Scheme or Project Management Institute or equivalent source.

5.3.3. **Experience.** At least seven years in information systems design and project management. At least two years as the project manager for an effort of similar scope, preferably including the application of a formal project management methodology such as PRINCE2 or PMI. At least two years' experience with Agile teams, experience with Agile methods such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal.

5.4. Contractor's Solution Architect (CSA)

5.4.1. The CSA shall be responsible for planning and co-ordination activities in the project management and engineering areas. In particular, he/she shall be responsible for:

- Providing comprehensive definition of all aspects of system development from analysis of mission needs to verification of system performance;
- Providing competency in technical disciplines as applied to government and commercial information and communications systems;
- Preparing trade-off studies and evaluations for vendor equipment;

- Recommending design changes/enhancements for improved system performance;
- Supervising the work of a design, integration, test, and implementation team;
- Coordinating the overall solution (within the Contractor and Purchaser teams) and Functional and Technical coherence of the solution.

5.4.2. **Education:** Master's degree in engineering or computer science.

5.4.3. **Experience:** At least 5 years' experience in the design and integration of business applications. At least two years' experience with Agile teams, experience with Agile methods such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal.

5.5. Contractor's Test Manager (CTM)

5.5.1. The CTM shall be responsible for the direction of test planning, design and tools selection. In particular, he/she shall be responsible for:

- Establishing guidelines for test procedures and reports;
- Co-ordinating with Purchaser on test support requirements and manage Contractor's test resources.

5.5.2. **Education:** Bachelor's degree in engineering.

5.5.3. **Experience:** At least five years in the design and execution of tests for business applications or information systems. Recent testing experience with Agile teams.

5.6. Contractor's Quality Manager (CQM)

5.6.1. The CQM shall establish and maintain process for evaluating software, hardware, and associated documentation. In particular, he/she shall be responsible for:

- Determining the resources required for quality control;
- Maintaining the level of quality throughout the system life cycle;
- Developing project quality assurance plans;
- Conducting formal and informal reviews at predetermined points throughout the system life cycle;
- Applying quality checks to document deliverables.

5.6.2. **Education:** Bachelor's degree.

5.6.3. **Experience:** At least seven years working with quality control methods and tools. At least four years supporting system development and test projects. Recent experience with Quality Assurance in Agile development.

5.7. Contractor's Change Manager (CCM)

- 5.7.1. The CCM shall support the Purchaser with the maintenance of business change plan and help to define business change activities required to achieve a successful user adoption of the new capabilities. In particular, he/she shall:
- Support the business change activities required for the implementation of different increment;
 - Support how best to achieve user adoption;
 - Support the delivery of transition plans to secure business continuity;
- 5.7.2. **Education:** Master's degree.
- 5.7.3. **Experience:** At least five years working with transformation projects for the P3M function. Recent experience with change activities in Agile development.

6. DOCUMENTATION REQUIREMENTS

6.1. General

- 6.1.1. All documentation provided to the Purchaser shall be written in English with spelling and usage based on the Concise Oxford English Dictionary, 11th edition [Reference E].
- 6.1.2. The convention to be used for numbers appearing in textual documents is for a comma to be the thousands separator and a period to be the decimal separator (e.g. 1,365,276.24).
- 6.1.3. The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year.
- 6.1.4. Documentation shall not be marked with corporate logos or contain warnings limiting the rights to use or reproduce.
- 6.1.5. The security classification of the documentation shall follow agreed NATO security guidelines.

6.2. Reports

- 6.2.1. For all reports delivered under this Contract, the Contractor shall ensure the following standards are met:
 - The report shall be candid, forthright, and complete. Material that is unflattering to the Purchaser or Contractor, but relevant to the purposes of process improvement, must be included;
 - The report shall contain only material that can be supported by evidence and confirmed by independent analysis;
 - The report shall provide evidence to support or justify the conclusions reached;
 - The report shall be concise. If necessary, supporting data shall be placed in appendices or referenced as backup material;
 - The report shall include an Executive Summary of not more than one page in length;
 - The report shall use charts, graphs, matrices, tables, and other illustrative techniques to present data in an easily-understood form. Each illustration shall be accompanied with a narrative showing how the data displayed is relevant to the process improvement.

6.3. Formatting

- 6.3.1. Unless otherwise directed by the Purchaser, the Contractor shall furnish requested documentation as follows:
 - All contractual documentation shall be delivered in electronic format;

- All project management documentation (e.g., plans, schedules, reports, etc.) shall be delivered as electronic copies in MS Office format;
- The rest of deliverables shall be furnished as electronic copy of the agreed tools/media used or as hardware equipment.

6.3.2. Documentation shall be distributed as follows:

- An electronic copy to the Project Workspace;
- Notification and link for document to PPM and PTL.

6.3.3. Each document shall contain the following information for identification

- Version of the document;
- Due date;
- Delivery date;
- CLIN number or SOW reference;
- Status (e.g. accepted/approved/draft...).

6.4. Formal Reviews

6.4.1. Under a Hybrid Agile approach, there are some non-Agile milestones at which certain reviews are done and this involves the Purchaser reviewing documents. However, the main Construction phase will use an Agile approach and as such we aim to minimise the document requirements in this phase. However, there are a few exceptions to this:

6.4.1.1. The development team will start with the background of an Initial Architecture Vision, which summarizes the architectural background and guidance for design and implementation. Any decisions - made during the implementation - which have an impact on the architecture shall be recorded and the Architecture document updated in parallel. This will be necessary as an input to the accreditation and independent testing processes required for deployment to Production.

6.4.1.2. The work items for the development team will be derived from a User Story document that captures the user requirements. As these might change during the development iterations, all changes to stories shall be captured in parallel and be available as a baselined set of user stories by the time the deployment is reached.

6.4.1.3. Since the NCI Agency will be adopting out-of-the-box or revised business processes coming out of the implemented tool, it is important to document these business processes in parallel to the development iterations. For processes that come out-of-the-box, existing process documentation will be suitable. Adapted or newly implemented business processes shall be captured and documented. It is suggested that separate Business Analyst effort is spent in parallel to the development effort to avoid slowing down the development team for documentation requirements.

- 6.4.2. Reviews for such documentation during the development iterations shall be conducted in parallel to avoid a long review and editing period at milestone reviews.
- 6.4.3. The procedures described in this section mainly cover the formal reviews that would finalise and accept the deliverables within a milestone review meeting (see §4.1).
- 6.4.4. The Contractor shall submit all documentation for formal Purchaser review as described below. At each review cycle, the Purchaser will state if the document is or is not likely to be accepted in its Final version, and if not the reasons why.
- i. The Contractor shall provide a first draft sufficiently before a Milestone Review meeting to enable the Purchaser Team to meet the timelines mentioned in this section.
 - ii. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within two weeks of receipt.
 - iii. The first draft shall be substantially complete and correct.
 - iv. The Purchaser reserves the right to return without review a document that has significant deficiencies.
 - v. The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.
 - vi. The Contractor shall resubmit the document as a revised draft (version 0.2) incorporating the Purchaser's comments within two weeks after receipt.
 - vii. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within one week of receipt.
 - viii. The Purchaser decides whether the Milestone deliverable requirements are satisfied based on this revised draft and inform the Contractor about this decision in the Milestone Review meeting.
 - ix. The Contractor shall provide the Final (version 1.0) document within one weeks of receipt of the Purchaser's comments on the revised draft. Thus the total time to complete the review shall be 4 weeks. In principle this final version shall be available before the relevant Milestone Review meeting.
- 6.4.5. Even if a document has been formally reviewed and accepted during a Review Meeting, the Contractor shall remain responsible for updating the document to reflect changes in the system requirements, design, or support arrangements.

7. ACRONYMS

Abbreviation	Description
ADFS	Active Directory Federated Services
AFPL	Approved Fielded Product List
APRM	Agency Project and Resource Management
AR	Architecture Review
BAC	Budget at Completion
BC	Business Change
BI	Business Intelligence
CBT	Computer-Based Training
CCM	Contractor Commercial Manager
CFS	Core Financial System
CI	Configuration Item
CIRIS	Common-funded Integrated Resources Information System
CIS	Communication and Information Systems
CLIN	Contract Line Item Number
CM	Configuration Management
CMDB	Configuration Management Database
CMP	Configuration Management Plan
CNAFS	Centralized NATO Financial System
CO	Contracting Officer
CoC	Certificate of Conformity
COTS	Commercial Off-The-Shelf
CP	Capability Package
CPM	Contractor Project Manager
CPW	Collaborative Project Workspace
CQM	Contractor Quality Manager
CR	Change Request
CRF	Customer Request Form

CSA	Contractor Solution Architect
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Item
CTM	Contractor Test Manager
DRR	Deployment Readiness Review
DSDM	Dynamic Systems Development Method
EBA	Enterprise Business Applications
EBS	Oracle E-Business Suite
EDC	Effective Date of Contract
ePHR	Electronic Project Highlight Report
ERP	Enterprise Resources Planning
EVM	Earned Value Management
FBL	Functional Baseline
FCA	Functional Configuration Audit
FSA	Final System Acceptance
FWI	Fulfilment Workflow Item
HPMO	Head Project Management Officer
IaaS	Infrastructure as a Service
IC	Infrastructure Committee
ICB	International Competitive Bidding
PSA	Partial System Acceptance
IPR	Intellectual Property Rights
IPSAS	International Public Sector Accounting Standards
IS	International Staff
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITM	Information Technology Modernisation
ITSM	Information Technology Service Management
IVV	Independent Verification and Validation
IWC	Interim Workforce Capacity

JADIE	Joint Architecture, Design & Integration Exercise
KCK	Kick-off
MoSCoW	Must, Should, Could, Won't
MS	Microsoft
MS-EPM	Microsoft Enterprise Project Management
MSP	Managing Successful Programmes
NATO	North Atlantic Treaty Organisation
NC3A	NATO Consultation, Command and Control Agency
NCIA	NATO Communication and Information Agency
NOR	NATO Office of Resources
NR	NATO R*strict*d
NSIP	NATO Security Investment Programme
NU	NATO Unclassified
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OBL	Operational Baseline
OBS	Organizational Breakdown Structure
OLA	Operational Level Agreement
Oracle EBS	Oracle E-Business Suite
P3SM	Project, Portfolio, Programme and Service Management
PAN	Public Access Network
PB	Project Board
PBL	Product Baseline
PBS	Product Breakdown Structure
PCA	Physical Configuration Audit
PD	Product Description
PE	Project End
PEnv	Production Environment
PFI	Purchaser-Furnished Items
PHR	Project Highlight Report

PMI	Project Management Institute
PMP	Project Management Plan
PMR	Project Management Review
PMS	Project Master Schedule
PMTP	Project Master Test Plan
PPM	Project and Portfolio Management
PPM	Purchaser Project Manager
PPO	Purchaser Product Owner
PRINCE2	Projects in Controlled Environments 2 nd Version
PS	Project Start
PSM	Project and Service Manager
PTL	Purchaser Technical Lead
PTM	Purchaser Test Manager
QA	Quality Assurance
QAP	Quality Assurance Plan
RAID	Risks, Assumptions, Issues, Decisions
REnv	Reference Environment
RFC	Request for Change
RFQ	Request for Quotation
RDBMS	Relational Database Management System
RTM	Requirements Traceability Matrix
SIT	System Integration Test
SLA	Service Level Agreement
SOW	Statement Of Work
SRTS	Service Request Tracking System
SSBA SL	Service Support and Business Applications Service Line
TAC	Time at Completion
TAS	Time Accounting System
TBC	To be Confirmed
TEnv	Test Environment

TRM	Test Review Meeting
TRR	Test Readiness Review
TT	Trouble Ticket
TVV	Testing, Verification and Validation
UAT	User Acceptance Test
UML	Unified Modelling Language
VTC	Video-teleconferencing
WBS	Work Breakdown Structure
WP	Work Package
WSS	Windows SharePoint Sites

ANNEX A. P3SM SYSTEM AND USER REQUIREMENTS

The set of system and user requirements that are part of this Statement of Work is provided separately as an MS Word document.

ANNEX B. P3SM USER STORIES

The set of user stories, epics and themes that are part of this Statement of Work is provided separately as an MS Excel document.

ANNEX C. APPROVED FIELDED PRODUCT LIST (AFPL) – REQUIRED DOCUMENTS

The documents required to be submitted in order to obtain approval for the P3SM application to be included on the AFPL is as detailed in the System Submission Requirements Matrix (SSRM) as shown below.

		MAJOR / MINOR RELEASES	PATCH RELEASES
COMMON REQUIREMENTS	A&T Portfolio	✓	✗
	Funding availability	✓	✓
	System Media	✓	✓
	Release information (Release Notes / Product Guide / Version Description document)	✓	✓
	Installation Instructions	✓	✓
	User Manual ¹	✓	✗
	Administration Manual ²	✓	✗
	Security Settings ³	✓	✗
	Support Plan	✓	✗
	Deployment Plan	✓	✓
	Design Description ⁴	✓	✗
ADDITIONAL REQUIREMENTS FOR NOTS	Requirement Traceability Matrix	✓	✗
	Functional Test Report	✓	✗
	User Acceptance Test Report ⁵	✓	✗
ADDITIONAL REQUIREMENTS FOR NEW SOFTWARE			
	CONOPS	✓	✗

1 - User Manual is required for systems that have a human interface.

2 - Administration Manual is only required if the deployment and maintenance of the release necessitates special administration operations.

3 - Security Settings are required when the target environment needs to be configured in accordance with Cyber Security requirements.

4 - Interface Design and Architecture Descriptions are required when the system interoperates with other systems.

5 - In case of Interim Approval request or customer feedback on UAT is available via other records or communication, User Acceptance Test (UAT) Report is not required upon submission.

ANNEX D. LIST OF EXISTING DOCUMENTATION FOR CURRENT EBA AND MS EPM

The documents listed in Table 13 are available and they document the current EBA and MS EPM implementations. Only documents relevant to the P3SM capability are included.

Document Grouping	Description
<i>Requirements</i>	
	Business Process Descriptions
	Standard Operating Procedures
<i>Technical Architecture</i>	
	Technical design and Interface Control documents
<i>Security</i>	
	CIS Description for EBA
	Security Accreditation Plan for EBA

Table 4 – List of existing documentation for EBA

ANNEX E. ARCHITECTURAL GUIDANCE

Architecture of EBA Release 1

Before the instantiation of the EBA Programme, NCI Agency was using a plethora of business applications, some integrated and some not, in addition to various databases, formalized or not, to store all the information needed to run the day-to-day business.

EBA Release 1 implemented a core set of Oracle E-Business Suite (EBS) modules in February 2019, with a primary element being the provision of a single Financial System, plus functionality to support Human Resources, Acquisition and Asset Management. The new HR modules enabled the NCI Agency to decommission many older systems and to centralise HR data, also used by MS-EPM, but still manually aligned.

Figure 3 shows the components – relevant for P3SM - that are in use after EBA Release 1 went live. The components are coloured based on the technical solution they are based on. As it can be seen, the number of components is 8 and the number of technical solutions implemented is 6.

The data flow required for P3SM can be seen in Figure 4.

Envisioned Architecture for P3SM

It is difficult to fully define the exact architecture the future P3SM solution will have in advance of a P3SM solution being selected, however it is desirable to simplify where possible the architecture of P3SM and the integrations with other applications, primarily Oracle EBS, thus Figure 5 shows a possible architecture for P3SM when it is deployed.

Figure 6 details the information flow that will be required to execute P3SM processes. The information flow has been greatly simplified, in parallel to the removal of extraneous components from the flow, and is included to help with the understanding of the requirements.

Constraints

Due to Oracle EBS being deployed within the NATO Unclassified (NU) domain and P3SM being on the NATO Restricted domain, Integration of the P3SM Toolset with Oracle EBS must ensure a technical air-gap between both systems. With the P3SM toolset being on a higher classification network, the 2 systems cannot in anyway share connectivity, user account access or any other direct connection to the EBS infrastructure that resides on a lower classification network.

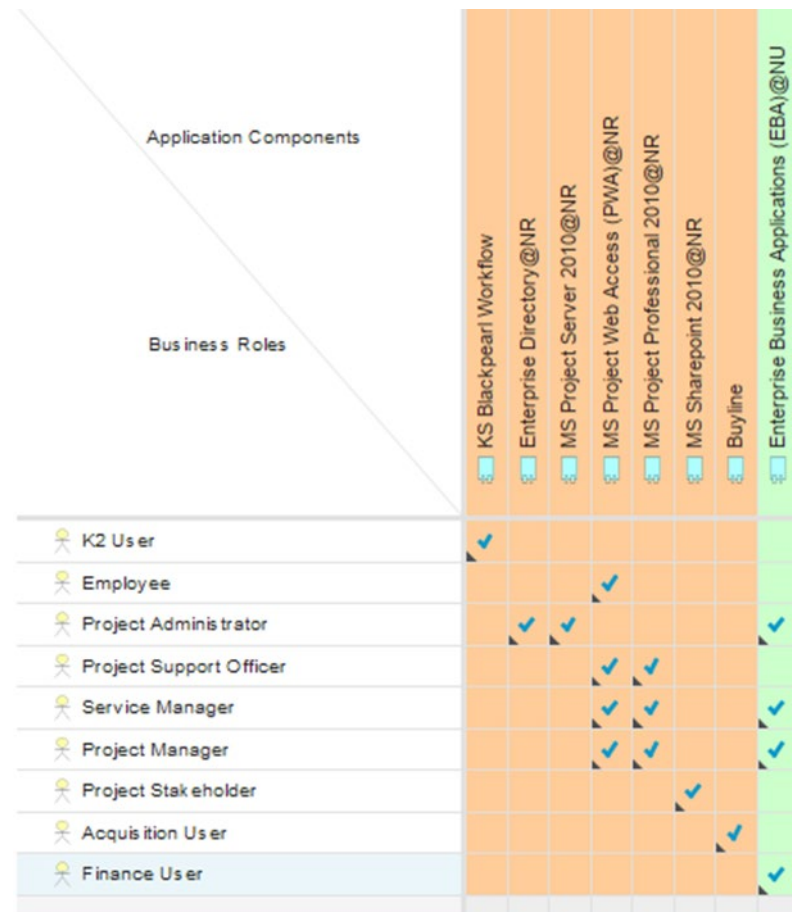


Figure 3 – P3SM Component usage after EBA Release 1

P3SM information flows after EBA Release 1

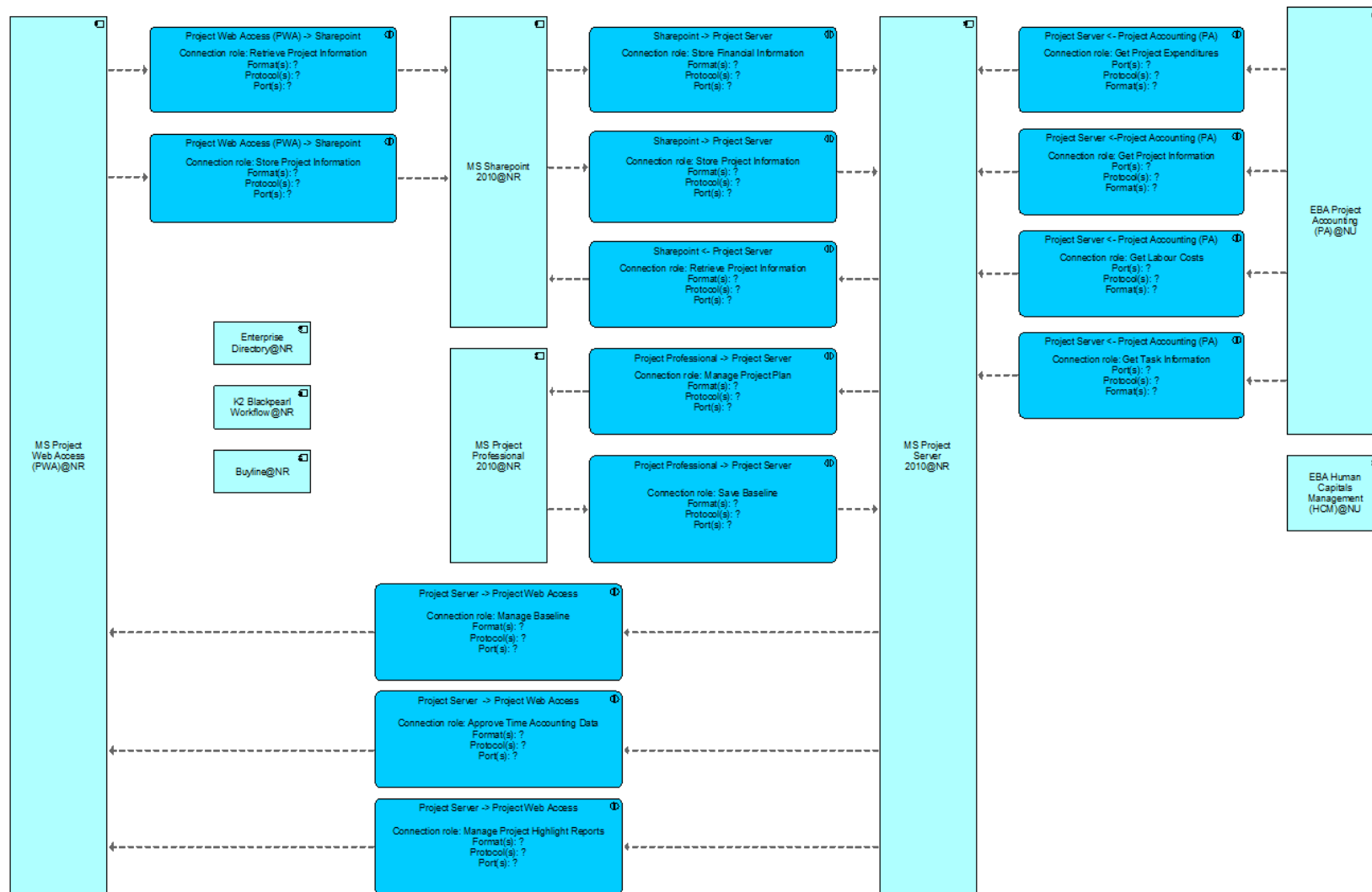


Figure 4 – P3SM data flows after EBA Release 1



Figure 5 – Envisioned use of P3SM

Envisioned information flow after EBA P3SM implementation

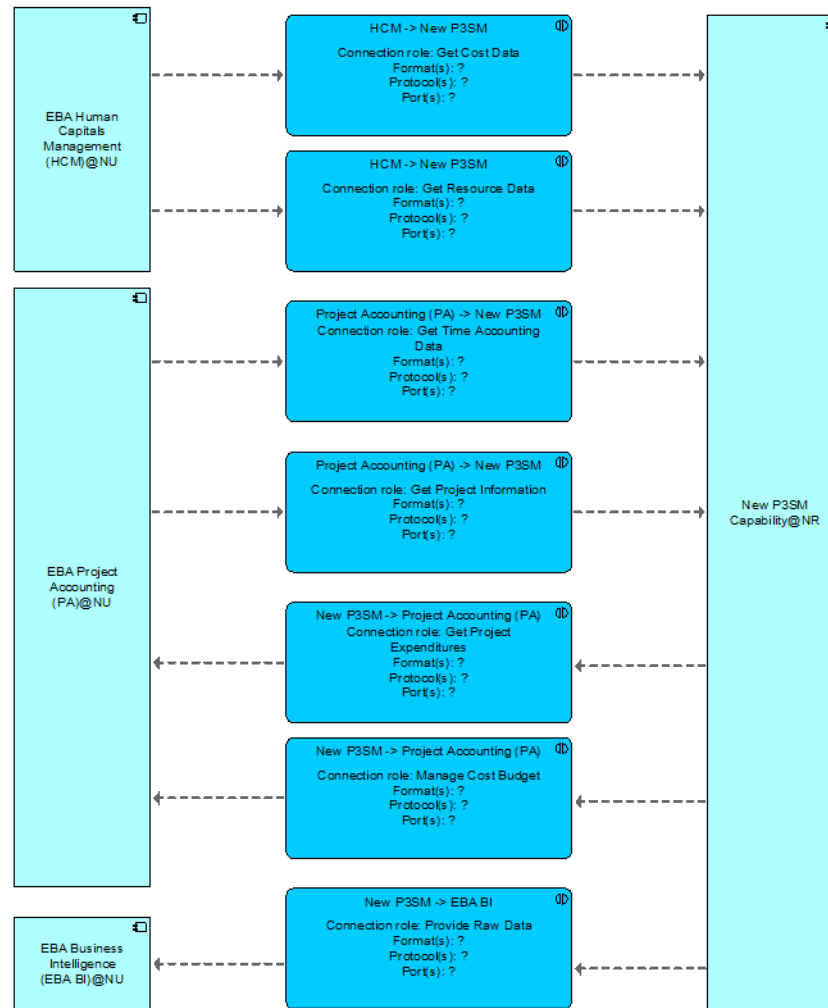


Figure 6 – Envisioned information flow after P3SM implementation

ANNEX F. NATO SOFTWARE FACTORY AS PURCHASER FURNISHED EQUIPMENT (PFE)

Introduction

The Agency is moving towards a short-cycle capability development approach embracing a high degree of componentization and reuse through services, leading to composite capabilities with a much shorter time to in-service value, cost optimization and transparency.

The approach makes use of standardized software engineering processes and common tooling in a test and development cloud (*DevSecOps Platform*) shared by NCI Agency, Industry and potentially by Nations.

The “DevSecOps Platform” and “NATO APP Store” constitute the NATO Software Factory (NSF) as illustrated in Figure 7. The NSF is sustained by Agency catalogue services PLT008 for DevSecOps Platform and PLT009 for NATO APP Store. The purpose of this ANNEX is to provide the Contractor with the description of the DevSecOps Platform services which are provided free of charge to the Contractor as Purchaser Furnished Equipment (PFE). The use of these services is mandatory for the execution of this contract.

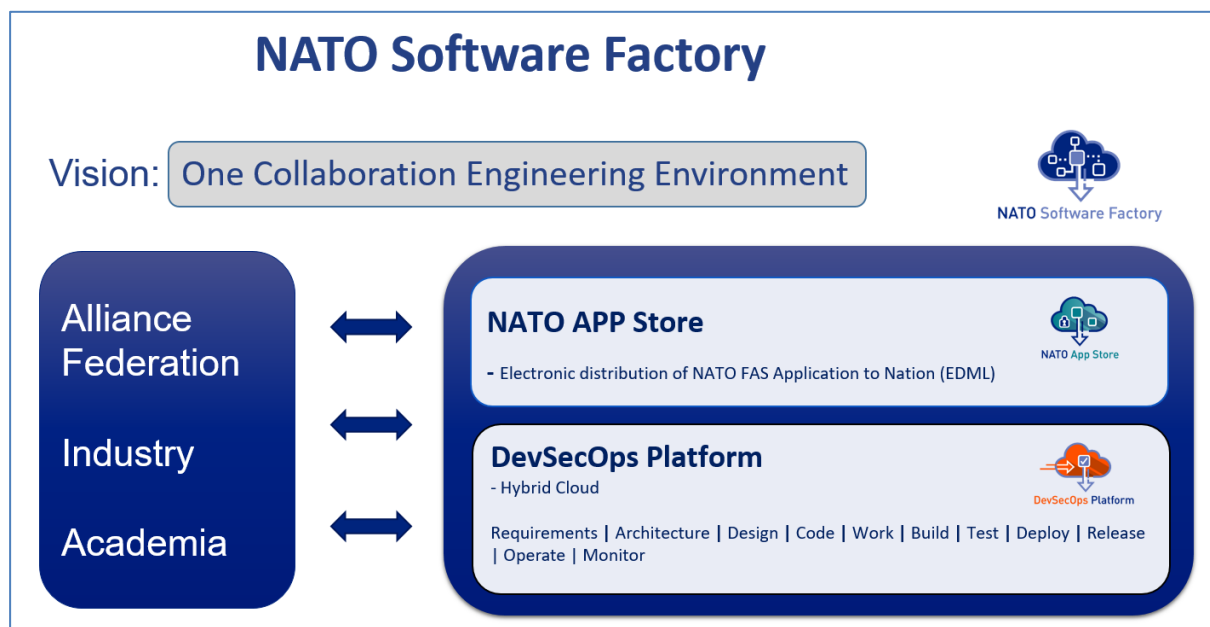


Figure 7. NATO Software Factory

ANNEX G. - INTEGRATION USER STORIES ARCHITECTURE VIEWS

The integration user stories architecture views that are part of this Statement of Work is provided separately as an MS Excel document [7c_NU_IFB-CO-115226-EBA R4_Book II-SOW-Annex G-Integration User Stories Architecture Views FINAL].





NATO Communications and Information Agency
Agence OTAN d'information et de communication

EBA R4 – Replacement of MS EPM 2010

P3SM System and User Requirements

IFB-CO-115226-EBA R4 – Book II, Part III – SOW, Annex A

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1 User Requirements

1.1 User Profiles

The NCI Agency Project, Portfolio, Programme and Service Management (P3SM) capability will support a wide variety of users within the NCI Agency. A simplified list of users can be found in Table 1. It will be used at all NCI Agency locations.

User Category	Description	Main features for this user category
P3SM Administrator	A System Administrator at NCI Agency performing some administration activities as defined by the Service Owner	All areas requiring system administration
P3SM Stakeholder	Users/consumers of the P3SM reports on projects, programs, portfolios and service lines for tracking and auditing. (internal controls) E.g. Finance, PSO, COO, Audit. Etc.	project performance tracking, i.e. metrics and Key Performance indicators (KPI),
Project Manager	A Project Manager at NCI Agency running annual or long-term projects for various customers	Project Management, Resource Management, reporting, project workflows, Risk Management, approval of booked time etc
Service Manager	A Service Manager at NCI Agency managing one or more services funded annually by external or internal customers	Service Management, Resource Management, reporting, project workflows, Risk Management, approval of booked time etc
NCI Agency Employee	Any employee or Contingent Worker (IWC) at NCI Agency	Time Reporting
Resource Manager	Resource Manager managing the employees for an organisational unit or sub-unit	Resource Management, reporting, timesheet approval
Portfolio Manager / Account Manager / Service Owner	An Account Manager, Portfolio Manager or Service Owner overseeing a portfolio of projects, supports Resource Managers in terms of Portfolio or Resource Management	Portfolio Management, project performance tracking, i.e. metrics and Key Performance indicators (KPI), Resource Management
Programme Manager / Business Change Manager	Programme Managers and Business Change Managers should be able to track progress, evaluate the realization of benefits and use other programmatic KPIs and metrics	Programme Management, Benefits Management, performance tracking
Executive Management Team	The Chief Operating Officer is the main beneficiary of the P3SM capability and his team will make use of reports and dashboards compiled through the P3SM capability	Portfolio Management, Metrics and KPIs

Table 1 – User Categories for P3SM

1.2 User Stories

A **User Story** is a form of requirement definition which is common to most Agile methodologies. It is defined at high level, preferably by users and from the user perspective. Stories are by definition designed to encourage interaction between the user and the development team.

They need to stay at high-level until the last responsible moment, when they have to be detailed in order for a development team to be able to implement them properly,

thus details are deferred to the right moment in the implementation and the lengthy process of developing detailed specifications is somewhat simplified and shortened.

The content of a User Story is written from a user/business perspective and the result is also business-oriented. It is possible to develop technical stories, but it is not a preferred approach. The development team can always capture technical stories through other means.

We must also note that stories are by definition flexible, thus they could change through a conversation between the stakeholders and they are also different from detailed requirements.

The typical template used for User Stories is

As a <Role>,

I want to <Action>

So that <Result of the story>

There are variants to this template, even some using drawings, but the essentials are the same. A Story is normally from a single Role's perspective. Agile teams sometimes use sticky notes and large whiteboards to track stories, but lately this has moved to electronic tools, especially when there is a geographical separation within the development teams or with the user community.

If user stories are too big and complex, they should be split up. The use of epics (described in the next section) could also be considered for this type of story. Splitting is usually done along the lines of workflows, non-functional requirements, positive and negative cases, dependencies and roles they are bound to. If the user story is too complex to estimate and understand, then it could be split into a story and a **Spike**, where the spike represents an initial period to research the story and obtain and estimate of the amount of work.

1.3 Epics

An **Epic** is a complex User Story that captures a complete workflow towards a goal. Due to the complexity epics are typically broken into several User Stories. Epics are not deliverable until all stories are delivered and they usually show a collaboration of several users/roles within the Epic's Story Arc. An epic typically contains several stories and there would normally be a sequence corresponding to the workflow.

When planning the development, stories belonging to an epic are usually kept within the same iteration or at least in consecutive iterations so that the epic can be delivered when all stories are implemented. In principle the priority for the epic will be inherited by the stories and decision to implement an epic or not will apply to all user stories for that epic.

1.4 Themes

A **Theme** is a collection of User Stories which can be independently delivered but are related or serve a similar goal. A good example would be several user stories delivering different reports in an application.

There is no workflow encapsulated in themes. In general themes could be delivered independently and can also be assigned to different iterations within the development since they are not dependent on each other.

In principle the priority for the epic will not be inherited by the stories, thus the individual stories might have different priorities. The decision to implement for themes will be taken independently for user stories for that theme.

1.5 Acceptance Criteria

Stories are kept at high level so that they could be flexible and can be modified through a conversation. **Acceptance Criteria** provide more detail and also fill any gaps left by user stories.

The template typically used is

Given <Starting condition>

When <something happens>

Then <condition for the story to be successful and therefore accepted by the user>

The development team and the users have to agree on the acceptance criteria before coding starts. Test cases are also developed based on them. Good acceptance criteria should be *specific* (and not abstract), *measurable* (and not fluffy) and *realistic* (and should capture constraints).

1.6 P3SM User Stories

Adherence to Agile principles requires that user stories are developed by the Product Manager, for the agency this corresponds to the P3SM Functional Lead within the project team, in collaboration with the wider stakeholders. These user stories are then provided to enable potential bidders to estimate the amount of work they will have to perform based on these stories and other documentation.

Bidders are required to confirm that their tools can be used to implement all or most of the user stories as provided, indicating compliance against each user story. The requirements coverage will be an important criterion for the Bid Evaluation. A selected subset of the stories has been identified and will be used to ask potential bidders to demonstrate their solutions as part of the selection process.

User stories are meant to be a starting point on a wider dialogue through which the story is understood by the developer and is ready for implementation. In the case of this project, the pre-packaged user stories sometimes have more detail than typically used in Agile methods, this is due to the fact that the agency has some architectural and technological restrictions for our P3SM implementation.

The selected P3SM solution will replace the current MS-EPM 2010 implementation and replace the existing interfaces to Oracle EBS. Much of the detail related to these architectural or technical restrictions are captured within the user stories; these will need to be discussed with the selected contractor during implementation.

The full set of User Stories for P3SM are captured in an Excel format separately as Annex B to the Statement of Work (SOW).

2 Technical Requirements

The P3SM capability will be implemented to support the functional requirements grouped and mapped to processes as described in this document, with the description of the requirements provided as User Stories in SOW Annex B.

However, there are other requirements from P3SM which cannot be described in terms of User Stories. These requirements are either non-functional, thus cannot be described in this format, or they are indeed functional but describe restrictions or constraints on design due to the integration P3SM will have with other systems within the NCI Agency applications suite. i.e. Oracle EBS.

These requirements are named “technical” to differentiate them from the business requirements as encapsulated by the User Stories and are listed in

Table 2 below. Responsibility for delivering these requirements is normally joint between the agency and the contractor, with the contractor in the lead for most, where this is not the case a comment has been included.

Requirements ID	Description	MoSCoW Priority	Reference / Comment
Classification of Data			
P3SM_TECH_001	The P3SM Capability must be able to manage information in the following NATO categories: <ul style="list-style-type: none"> NATO Unclassified (NU) NATO R*str*cted (NR) 	Must	
P3SM_TECH_002	For interface data the P3SM Capability must be able to create as required (if it does not exist at the source), include and maintain the appropriate Security Classification and Releasability information for each record within the interface data through the use of NATO XML Labelling standards.	Must	
P3SM_TECH_003	Each P3SM output must have a classification assigned, which is kept through any export or print operation, decided by the user triggering the output.	Must	
P3SM_TECH_004	There must be protection from unauthorised or unintended data deletion.	Must	
Data Migration			
P3SM_TECH_005	Data is to be migrated from the agency's legacy MS-EPM 2010 and IBM Focalpoint systems. A data migration strategy is required for managing this migration and related procedures for the conversion of data to the new P3SM capability must be established, this must include an archiving strategy.	Must	Contractor is responsible. Data in MS-EPM 2010 exists from 2004 onwards. Data in IBM Focalpoint is Programme, Portfolio and Risk related.
P3SM_TECH_006	If data transformation becomes necessary, the data custodians must approve the accuracy and validity of this transformation.	Must	
P3SM_TECH_007	There must be a clear definition of entities to be migrated, structure and dependencies. This must be captured in a template to facilitate data export from legacy systems.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_008	Archived data from the legacy MS-EPM 2010 system must be accessible for a period of 10 years, and must be in a format that allows easy access; this needs to be based upon the archiving strategy.	Must	
Service Transition			
P3SM_TECH_009	All Verification and Validation activities must be performed on a reference / test environment that suitably reflects the target production environment.	Must	
P3SM_TECH_010	P3SM documentation must meet Request for Change (RFC) submission and release package requirements.	Must	
P3SM_TECH_011	All P3SM code, customizations and configurations must be baselined and stored in the designated NCI Agency configuration management tool upon submission of the RFC.	Must	
P3SM_TECH_012	The Service Transition Plan must address the move from legacy software to the new P3SM capability.	Must	
P3SM_TECH_013	Operational Level Agreements (OLA) with business units must be in place prior to Go Live.	Must	
P3SM_TECH_014	Approved Fielded Product List (AFPL) and the Service Portfolio must be appropriately updated.	Must	
P3SM_TECH_015	A Training Plan must address both technical knowledge transfer to the support staff and end user training.	Must	
P3SM_TECH_016	User Acceptance tests must be part of each iteration and the relevant user stories must have been accepted before RFC is released for a particular release.	Must	
P3SM_TECH_017	P3SM releases must be security accredited before Go Live.	Must	
P3SM_TECH_018	P3SM licenses must be obtained before Go Live.	Must	
Service Level Requirements			
P3SM_TECH_019	<ul style="list-style-type: none"> System to be normally available 24 / 7, to cover the many timezones of the NCI Agency 	Must	Joint responsibility for on-premise, contractor for SaaS

Requirements ID	Description	MoSCoW Priority	Reference / Comment
	<ul style="list-style-type: none"> The live environment must be fully supported every working day from 08:00 to 18:00 CET/CEST apart from pre-agreed downtime Planned maintenance must be scheduled and communicated. 		
P3SM_TECH_020	<p>The P3SM capability must support the following user profiles:</p> <ul style="list-style-type: none"> Demand / Account management – 40 Project / Service management – 350 Resource management – 50 Timesheet Approval – 500 Portfolio Management – 70 Programme Management – 50 Employee (time booking) – 3500 (this is the total number of users) <p>The capacity must support 10% potential growth in the next 5 years.</p>	Must	
P3SM_TECH_021	<p>Incidents in the different priority categories must be resolved as defined here:</p> <ul style="list-style-type: none"> For P1 incidents, 30 minute response time within supported hours For P2 incidents, 60 minute response time within supported hours For P3 incidents, 4-hour response time within supported hours For P4 incidents, 24-hour response time within supported hours 	Must	
P3SM_TECH_022	All changes must follow documented and agreed change management processes.	Must	
P3SM_TECH_023	Service Management reports must be delivered on-time and in the agreed format.	Must	
P3SM_TECH_024	P3SM vendor or implementer must be able to provide 3 rd level support after Go Live for an agreed contractual period.	Must	
Performance and Capacity			
P3SM_TECH_025	The P3SM solution must be able to, under normal operations, open and save projects within 15 seconds.	Must	
Scalability			

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_026	The P3SM solution must be able to support a minimum of 2000 active projects, with a potential to grow 10% in the next 5 years.	Must	
Operability			
P3SM_TECH_027	The P3SM solution must collect performance data and provide reports that enable measurement of service levels against service level targets.	Must	
P3SM_TECH_028	The P3SM solution must have monitoring in place to trigger alerts if pre-defined thresholds (e.g. disk, CPU and memory utilization) are exceeded.	Must	Agency is responsible, supported by the contractor
P3SM_TECH_029	The P3SM solution should monitor for all key events involved in the support of business processes. This should include, but not be limited to: <ul style="list-style-type: none"> • Arrival of data through interfaces • Initiation and completion of batch processes • Initiation and completion of system backup. 	Should	
P3SM_TECH_030	System Center Operations Manager (SCOM) must be configured to enable Alert monitoring at Service desk level.	Must	
P3SM_TECH_031	Logs must be accessible online and provide detailed information on each event.	Must	
P3SM_TECH_032	An automated facility must exist to archive system log files (e.g. event and security log files) on a regular basis. Application logs must be online for a minimum of 45 days, technical logs online for a minimum of 28 days.	Must	
P3SM_TECH_033	Service Desk and Support staff must be trained and capable of providing the level of support as defined in the Service Level Agreement to the users prior to Go Live.	Must	
P3SM_TECH_034	Contractor staff must have access to the required production and test environments, but must not be able to update the live data without authority.	Must	
P3SM_TECH_036	Automated backup and restore processes must be in place, including documentation, before Go Live.	Must	
P3SM_TECH_037	A formal policy to manage the backup of data and storage of backup media is established.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_038	A policy for monitoring backups is implemented.	Must	
P3SM_TECH_039	Full recovery procedures, responsibilities and escalation paths must be documented for partial and complete failure of the environment and be tested.	Must	
P3SM_TECH_040	The maintenance of data integrity during recovery from failure of all major elements must be demonstrated.	Must	
P3SM_TECH_041	Recovery from an agreed set of failures (e.g. database failures) must be proven to be achievable within the time scales agreed.	Must	
P3SM_TECH_042	Reliability of recoveries must be demonstrated – clear and concise acceptance criteria proving reliability should be documented and tested.	Must	
P3SM_TECH_043	P3SM must be able to interoperate with interfaced and integrated systems consistent with interface requirements.	Must	
Release Management			
P3SM_TECH_044	Release management shall be integrated with the customer requirements management, enterprise change management and service asset and configuration management (SACM) processes.	Must	
P3SM_TECH_045	Releases shall only be produced in response to authorized requests for change (RFC), changes can be: <ul style="list-style-type: none"> • new and improved business functionality in the form of Business Change Requests (BCR) • Technical changes in the form of Engineering Change Proposals (ECP) • Corrective, adaptive or perfective fixes. • The scope of releases in response to emergency changes shall be limited to repairing identified errors. 	Must	
P3SM_TECH_046	Releases shall be classified according to urgency and expected life span into: <ul style="list-style-type: none"> • Emergency Releases • Standard Releases • Long Term Support (LTS) Releases. 	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_047	Releases shall be produced in accordance with a Service Design Package approved by NCI Agency appropriate Service Lines.	Must	
P3SM_TECH_048	Complex software products shall be developed applying an iterative and incremental development approach. The time to produce a single release shall in principle not exceed one year.	Must	
P3SM_TECH_049	Releases shall be planned in advance, fully verified, validated and tested.	Must	
P3SM_TECH_050	Releases shall be produced methodically to ensure that required quality assurance (QA) steps are performed and releases can be produced in a predictable way.	Must	
P3SM_TECH_051	Releases shall be predictable and in accordance with the NCI Agency release schedule.	Must	
P3SM_TECH_052	Releases shall conform with the NCI Agency Architecture and NATO approved interoperability requirements.	Must	
P3SM_TECH_053	Releases in response to emergency changes shall be produced in accordance with special emergency operations procedure approved by management. For emergency changes and highly urgent requirements, release management processes may be compressed as required, if certain release management activities are skipped those activities must be conducted retrospectively.	Must	
P3SM_TECH_054	With the exception of emergency releases, implementations of changes will be managed in the framework of a project in accordance with PRINCE2® and ITIL.	Must	
Deployment Management			
P3SM_TECH_159	Be integrated with the configuration and change management processes. Only Release Units from the centrally-managed NCI Agency Definitive Media Library (DML), with the complete deployment package(s), shall be used for deployment on NCI Agency operated and maintained networks.	Must	
P3SM_TECH_055	Plan the deployment of all services, systems, software and hardware; and shall agree with Service Lines, Change Management, CSUs, Operations Centre	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
	(OpsCen), data centers and customers/users how and when to deploy the release.		
P3SM_TECH_056	Maintain an Agency Deployment Schedule with the ability to provide CSU-level schedules and Service Line (SL)-level schedules.	Must	
P3SM_TECH_057	Ensure, in conjunction with Release Management and Service Lines, that all deployments can be rolled-back or remedied if unsuccessful.	Must	
P3SM_TECH_058	Ensure, in conjunction with Service Lines, that the necessary plans, training, supporting materials and resources are made available to the CSUs (if applicable, also to the AMDC2 / Customer Service Desk) to facilitate the effective delivery of Early Life Support and Service Operations.	Must	
P3SM_TECH_059	Ensure that the deployment of new release units does not compromise the integrity, availability (including data migration) and functioning of any components of the deployed baseline.	Must	
P3SM_TECH_060	Ensure that deployments are measured for success and failure in conjunction with Quality Assurance and Quality Management practices to assure utility and warranty. Furthermore, all lessons learned shall be incorporated into Continual Service Improvement (CSI).	Must	
Supportability and Maintainability			
P3SM_TECH_061	It must be possible to apply Production fixes.	Must	
P3SM_TECH_062	It must be possible to recover the system to its state immediately prior to a fix being applied.	Must	
P3SM_TECH_063	It must be possible to restore D&TE and similar environments to a specified state.	Must	
P3SM_TECH_064	Where configuration changes are made, they can be achieved seamlessly without interruption to the service where possible.	Should	
P3SM_TECH_065	Responsibility for supporting / maintaining and enhancing each system (service, platform) component and each side of every interface must be clearly defined and documented.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_066	The scope of maintenance responsibility must be identified, defined and clearly documented.	Must	
P3SM_TECH_067	All hardware and software must have a current license and / or a current maintenance contract and be supported by the manufacturer or supplier to an agreed level as specified in the service level agreement.	Must	Agency is responsible
P3SM_TECH_068	At point of delivery to NCI Agency, all system software, hardware and manuals must be currently supportable versions and fully supported by the Contractor and / or 3rd party suppliers.	Must	
P3SM_TECH_069	The scope of warranty must be identified, documented and agreed during contract negotiation.	Must	
P3SM_TECH_070	Project cannot be closed until all stakeholders have confirmed that the project deliverables are to a suitable standard to facilitate support and all required handover activities have been completed.	Must	
P3SM_TECH_071	Release, Configuration and Change Management functions, including software version control standards, must be clearly defined, supported by appropriate procedures and tools, and assigned as organizational responsibilities. The procedures for releasing amended components into the live environment must be shown to be in place.	Must	
P3SM_TECH_072	An IT standard configuration management (version / source) control mechanism must be installed between development environments and production environments. Procedures must be documented and tested.	Must	
P3SM_TECH_073	All code or COTS deliveries must be accompanied by release notes.	Must	
P3SM_TECH_074	The development architecture, including application design tools, version control software and all associated procedures must be passed to, understood and signed off by the NCI Agency. The NCI Agency must be capable of running all the procedures without Contractor assistance.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_075	Any changes to the technical design during development, test or live must go through the agreed change control process.	Must	
P3SM_TECH_076	The NCI Agency incident, change, configuration and problem management procedures must be followed for all incidents, changes and problems according to ITIL recommendations. In addition, the support areas MUST fully understand all procedures BEFORE production rollout.	Must	
P3SM_TECH_077	No releases or changes, apart from emergency changes, should be planned for the service for an agreed period of time following live implementation. Fixes for known bugs should be planned and implemented in future releases.	Must	
P3SM_TECH_078	The upgrade strategy and approach must be documented giving details of the expected life span of the current system components, their proposed replacements.	Must	
P3SM_TECH_079	All Lessons Learned shall be incorporated into Continuous Service Improvement (CSI).	Must	
P3SM_TECH_080	Only files or data required for the live operation and support of the system shall be included in the software handed over to the support teams, i.e. all redundant files, data and user accounts must be cleared.	Must	
P3SM_TECH_081	The production environment specification must include the release / version number of each software component, file and data item to be handed over to the NCI Agency.	Must	
P3SM_TECH_082	The system must be maintainable by the level of staffing agreed. Any component of system development handed over to a support group must be accompanied by the level of skills transfer identified in the resource profiles provided by the project.	Must	
P3SM_TECH_083	Installation guides should be of sufficient quality to enable support staff to install and back out changes to the live environment.	Must	
P3SM_TECH_084	Technical knowledge transfer to NCI Agency System Managers must be carried out prior to handover.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_085	P3SM must use the EBA Change Advisory Board for any changes.	Must	
Service Change Management			
P3SM_TECH_086	Application / System modifications are implemented appropriately using a formal methodology. Changes are appropriately documented, tested and approved before migration to production.	Must	
P3SM_TECH_087	Change Management shall be integrated with all phases of the Service Lifecycle, and in particular, coordinate and support the information exchange requirements within the NCI Agency.	Must	
P3SM_TECH_088	Change Management shall reinforce the NCI Agency's approved Service Portfolio, by ensuring changes are in line with the Service Roadmaps, and pipeline services.	Must	
P3SM_TECH_089	Changes shall be planned, verified, validated as requirements, tested and recorded, under Quality Assurance (QA).	Must	
P3SM_TECH_090	Changes shall conform to the NCI Agency Architecture and NATO approved interoperability requirements for the destination environment of the service or supported service.	Must	
P3SM_TECH_091	The scope of releases in response to emergency changes (functional or security), shall be limited to repairing identified errors.	Must	
P3SM_TECH_092	Emergency changes shall be managed in accordance with special emergency procedures approved by management. For emergency changes and highly urgent requirements, the Change Management processes may be compressed, as required, if any change management activities are skipped, those activities must be conducted retrospectively.	Must	
P3SM_TECH_093	Be driven by Strategic Planning and Requirements Management (in accordance with NCI Agency Architecture Management).	Must	
P3SM_TECH_094	Support the Agency wide Release Cycle.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_095	Ensure that changes do not compromise the integrity, interoperability and functioning of any components of the dependent systems.	Must	
P3SM_TECH_096	Ensure that Change processes are measured for success and failure, via the Agency Quality Management Service. All lessons learned shall be incorporated into Continual Service Improvement (CSI).	Must	
P3SM_TECH_099	Standard update and patching policies will be completed according to the agreed patching policy as defined by NCI Agency	Must	
Disaster Recovery			
P3SM_TECH_100	The primary data centre to be used is the NCI Agency Mons Data Centre (Casteaux, Belgium) and the secondary data centre is the NCI Agency Lago Patria Data Centre (Lago Patria, Italy)	Must	
P3SM_TECH_101	Recovery Time Objective (RTO): The P3SM capability must be configured to provide Disaster Recovery with a 4-hour restoration time for high-availability.	Must	
P3SM_TECH_102	Recovery Point Objective (RPO): The P3SM capability must be configured to make sure no more than 4-hours of data is lost.	Must	
P3SM_TECH_103	Provision must be made for regular testing of the Disaster Recovery solution every 12 months.	Must	
P3SM_TECH_104	Disaster Recovery procedures must be documented, agreed and proven. Recovery procedures must be available to be invoked effectively at any time.	Must	Contractor is responsible
Usability			
P3SM_TECH_106	The P3SM capability must have an intuitive user interface, easy to use for all end users.	Must	
P3SM_TECH_107	The solution interface language will be English.	Must	
P3SM_TECH_108	No critical issues will be put into production unless waived by the project & system manager.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_109	Representative users for each user category must participate in user acceptance testing.	Must	
P3SM_TECH_110	Requirements traceability against test cases must be provided and must demonstrate full coverage.	Must	
P3SM_TECH_111	Support for mobile devices for some P3SM features, i.e. time recording and approval.	Should	
Training			
P3SM_TECH_112	Training of end-users of the solution for the role(s) assigned to them must be addressed prior to being granted access to the solution. Any significant changes to the solution must be re-trained towards the end users. The training must be managed by the P3SM and contractor project teams.	Must	
P3SM_TECH_113	Initial training should be Instructor led on the principle of train the trainers.	Must	
P3SM_TECH_114	Self-service training techniques should be employed where possible, i.e. video on demand sessions, WIKI help pages etc.	Should	
P3SM_TECH_115	A training plan should be agreed, documented and implemented with the various stakeholders. Namely E&T SL, SSBA SL and the various Business Units.	Must	
Security			
P3SM_TECH_116	Integration with and use of authentication mechanisms provided by Active Directory (AD) must exist.	Must	
P3SM_TECH_117	All access to the system must be preceded by the unique strong authentication of each user. Users must not be able to bypass security controls. An audit trail must keep track of all user sign-on / sign-off activity.	Must	
P3SM_TECH_118	Access granted to privileged-level shared, generic, service, and / or vendor accounts is appropriately secured, and passwords to such accounts are modified on a periodic basis (such as when employees with knowledge of the password leave the company). Procedures to change these passwords should be documented.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_119	Passwords must be encrypted, both in transmission and in storage. Passwords must not be logged in the clear. Root or super user credentials must be stored and accessible only via a documented process that has the approval of the NCI Agency IT security manager.	Must	
P3SM_TECH_120	<p>Access is authenticated through unique user IDs and passwords or other methods as a mechanism for validating that users are authorized to gain access to the system. Password parameters meet NCI Agency and / or professional policies and standards e.g.</p> <ul style="list-style-type: none"> • password format • complexity • expiration – especially for non-permanent staff • reuse • account lockout rules 	Must	
P3SM_TECH_121	<p>User-access rights must be removed upon termination of employment, contract or agreement.</p> <p>Procedures / mechanisms to enforce this must be documented and implemented.</p>	Must	
P3SM_TECH_122	User access is periodically reviewed in accordance with the established requirements in NCI Agency documented company policy.	Must	
P3SM_TECH_123	Privileged-level access (e.g., system administrators, emergency access, super-users) is authorized and appropriately restricted.	Must	
P3SM_TECH_124	The ability to change the job schedule is restricted to authorized users.	Must	
P3SM_TECH_125	Logs are monitored or audited on a regular basis to detect unauthorized or inappropriate activity by the P3SM Administrators.	Must	
P3SM_TECH_126	The ability to make modifications to overall system security parameters, security roles, or security configuration over application systems, data structures, network and communication software, and systems software is limited to appropriate personnel.	Must	Agency responsible for on-premise, contractor for SaaS

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_127	Access to system sensitive files/directories and/or objects/tables/data is limited to authorized personnel, based on their job responsibilities and assigned role, and such access is approved by NCI Agency management.	Must	Agency responsible for on-premise, contractor for SaaS
P3SM_TECH_128	Physical access to data centres and computer rooms is appropriately restricted to personnel who require access to perform their assigned duties.	Must	Agency responsible for on-premise, contractor for SaaS
P3SM_TECH_129	Virus protection software must be configured to prevent, detect and remove viruses on all network and application components.	Must	Agency responsible for on-premise, contractor for SaaS
P3SM_TECH_130	Only authorised personnel must be able to change software or hardware configurations, or amend or introduce new software.	Must	Agency responsible for on-premise, contractor for SaaS
P3SM_TECH_131	Intrusion detection software must be used to monitor all firewall data traffic with clearly defined responsibilities for monitoring security breach attempts and actions to take in the event of breaches.	Must	Agency responsible for on-premise, contractor for SaaS
P3SM_TECH_132	The solution must be able to manage user roles, i.e. a set of permissions to perform certain functions. Functions can be associated with application features, combination of application features and subsets of data. This is based on the need to know principle according to which a positive determination is made that a prospective recipient has a requirement for access to, knowledge of, or possession of information in order to perform official tasks or services. In addition, the total number of users per role must be specified.	Must	
P3SM_TECH_133	The solution must support role assignment: a given P3SM end user can only perform a specific operation through a pre-defined application user role. Each user role corresponds to certain responsibilities and functions that the solution user has access to, based on the need to know principle.	Must	
P3SM_TECH_134	The P3SM end user can be assigned to one-to-many application user roles (user profile) provided that the 'segregation of duties' principle is respected. These roles must be linked to the security group defined during the development phase.	Must	
P3SM_TECH_135	The P3SM solution must support the application administrator profile. The application administrator is responsible for configuring and administering the solution. Their responsibility includes, but is not limited to: application security, functions, functional and technical configuration settings.	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_136	A means shall be available to analyse and review system activity and audit data, looking for possible or real security violations (analysis may work in support of intrusion detection/automatic response to an imminent security violation).	Must	
P3SM_TECH_137	The use of security tools to analyse and review audit data shall be in accordance with the NATO 'Security Tools' directive.	Must	
P3SM_TECH_138	The supplier's solution must be required to pass formal security accreditation to ensure that the security measures agreed in the accreditation strategy have been delivered. Accreditation is based on NR AIS generic baseline and must be supported by the supplier.	Must	
P3SM_TECH_139	<p>The solution design for P3SM should properly address the following NATO Security Mechanisms in order to achieve Security Accreditation:</p> <ul style="list-style-type: none"> • Malware Protection • Boundary Protection Devices and Systems (Content Check, Proxy and Firewall) • Integrity Check • Cryptography • Identity Management and Access Protection • Monitoring, Logging and Auditing • Storage and Digital Preservation • Interruptibility and Availability 	Must	
P3SM_TECH_140	System must be able to operate in the NR security domain with associated security settings.	Must	
Audit			
P3SM_TECH_141	<p>The system should automatically record an audit trail of agreed events under the control of the system. The audit log should contain as a minimum:</p> <ul style="list-style-type: none"> • the action being executed • the objects being effected by the action (incl. changes to the object) • the user executing the action • the data & time of the event 	Must	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
P3SM_TECH_142	The security events to be addressed in the accounting and audit shall be as set out in the security-related documentation. The delay before destruction of the audit record shall be stated in the security-related documentation.	Must	
P3SM_TECH_143	The audit log shall be generated and maintained. System Level, Application Level and User Level events shall be included in the log, as required by the relevant Security Authority as a result of a Risk Assessment. For each of the auditable events, individual user identities shall be associated to those events, and shall include date and time of the event, type of event, user identity, and the outcome (success or failure) of the event.	Must	
P3SM_TECH_144	The audit trail and associated archive shall be protected from unauthorised deletion and/or modification; it shall be presented in human-readable format either directly (e.g. storing the audit trail in human-readable format) or indirectly (e.g. using audit reduction tools) or both.	Must	
P3SM_TECH_145	Access to audit information shall be controlled; access permissions shall be established to permit access only by the appropriate security management staff.	Must	
P3SM_TECH_146	The audit data shall be retained for a period agreed by the security approval or accreditation authority, and in accordance with the minimum requirements of the latest version of the NATO 'Directive on the Security of Information'.	Must	
P3SM_TECH_147	Sign on audit should be enabled.	Should	
Technology			
P3SM_TECH_148	The software code and components of the solution must comply with the latest version of the NATO Interoperability Standards and Profiles (NISP). Any deviation is to be justified and reviewed by the Technical Project Board.	Should	
P3SM_TECH_149	The P3SM solution should have a single sign-on with Microsoft Windows.	Should	
P3SM_TECH_150	The P3SM solution should provide open APIs / Web services to let other applications communicate with it as required through standard SOA mechanisms.	Should	
P3SM_TECH_151	P3SM components shall be fully web-enabled and centrally hosted unless explicitly waived. No client software (other than the agreed internet browser,	Should	

Requirements ID	Description	MoSCoW Priority	Reference / Comment
	java plug-in and MS Office) will be deployed. All communication between the client and server software will utilize the HTTPS protocol.		
P3SM_TECH_152	The Collaborative Project Workspace (CPW) must provide indexing to enable enterprise-level search tools to reach the documents stored.	Must	
Hosting and infrastructure			
P3SM_TECH_153	The P3SM solution must be hosted on-premise but must have a clear migration path to the Cloud and a migration strategy that is mostly automated. The Cloud solution must be available at the time of Contract.	Must	
Interfaces			
P3SM_TECH_154	The P3SM solution should have out-of-the-box integration with Oracle EBS, preferably using APIs and potentially be able to integrate with other applications.	Could	If not, then customised integration will be developed.
Reporting			
P3SM_TECH_155	The solution must enable any reporting to have an approval workflow if required.	Must	
P3SM_TECH_156	Reporting on P3SM data should not degrade the system, thus providing near-real-time reporting possibility.	Must	
P3SM_TECH_157	Reports must have available, within a short time period, the most up-to-date information with minimal delays between submission of changes and availability of this data for reports and dashboards.	Must	
P3SM_TECH_158	P3SM tasks that are attached to a workflow should be measurable, namely there should be standard periods for the workflow steps and the actual periods should be comparable to the standard periods and reported.	Must	
P3SM_TECH_159	P3SM provides the ability to run service management reports measuring resource consumption for the benefit of two quarterly Service Management formal review meetings: <i>COO Portfolio Review and QSLR</i>	Must	

Table 2 – P3SM Technical Requirements

3 References

- A. *XML Labelling Standard*
- B. *RFC Documentation requirements for NR*
- C. *Service Change Management*, NCI Agency Directive 06.00.13, December 2016.
- D. *Service Change Management Through the Lifecycle*, NCI Agency Directive 06.00.13, March 2015.
- E. *Incident Management*, NCI Agency Standard Operating Procedure, September 2016.
- F. *Release Management*, NCI Agency Directive 06.02.01, September 2014.
- G. *Deployment Management*, NCI Agency Directive 06.03.01, September 2014
- H. *NATO Interoperability Standards and Profiles*, Allied Publication ADatP-34(L), v. 12, March 2019.

4 Glossary and Acronyms

Term	Definition
AD	Active Directory
AFPL	Approved Fielded Product List
AIS	Allied Information System
AMDC2	Air and Missile Defence Command and Control
Baseline	A reference level against which an entity is monitored and controlled (usually refers to Schedule, Budget, Scope, Quality).
Benefit	The measurable improvement resulting from an Outcome perceived as an advantage by one or more stakeholders.
BAC	Budget at Completion
BCA	Business Change Activity
BCR	Business Change Request
BI	Business Intelligence
COTS	Commercial off-the-shelf
CPP	Capability Programme Plan, used for NSIP projects
CPW	Collaborative Project Workspace
CRF	Customer Request Form
CSI	Continuous Service Improvement
CSU	Customer Support Unit
CTC	Cost to Complete
Critical Resource (CR)	People, teams, functions, roles, testing environments etc. that are shared among projects and programmes and show some capacity constraints.
Dis-benefit	An outcome perceived as negative by one or more stakeholders. (Dis-benefits are actual consequences of an activity, whereas a risk has some uncertainty about whether it will materialise)
DML	Definitive Media Library
D&TE	Development and Test Environment
E&T	Education and Training – NCI Agency Service Line
EBA	Enterprise Business Applications – A suite of business applications supporting the Finance, Human Resources, Asset Management, Acquisition and P3SM processes.
EBS	Oracle E-Business Suite – the ERP used by NCI Agency and commonly referred to as EBA
ECP	Engineering Change Proposal
Epic	A set of user stories that capture a complete workflow towards a goal.
EVM	Earned Value Management
FWI	Fulfilment Workflow Item
HCM	Human Capital Management
HPMO	Head Project Management Officer – assigned to NCI Agency Service Lines to assist the service line chief with management of their projects and portfolio
IC	Investment Committee
IT	Information Technology
ITIL	Information Technology Infrastructure Library

ITSM	Information Technology Service Management
IWC	Interim Workforce Capacity
KPI	Key Performance Indicator
LTS	Long-term Support
MS-EPM	Microsoft Enterprise Project Management
NR	NATO R*strict*d
OBS	Organizational Breakdown Structure
OLA	Operational Level Agreement
OPM3	Organizational Project Management Maturity Model
OpsCen	Operations Centre
Outcome	The result of change in the real world behaviour and/or circumstances.
P3M	Project, Portfolio and Programme Management
P3SM	Project, Portfolio, Programme and Service Management
PDF	Portable Document Format
Performance	Level of conformance or deviation against a baseline.
PERT	Program Evaluation and Review Technique
PMI	Project Management Institute
Portfolio	All the programmes and stand-alone projects being undertaken by an organisation, a group of organisations or an organisational unit.
PQI	Project Quality Indicators
Product	An input or output, whether tangible or intangible, that can be described in advance, created and tested; also known as output or deliverable .
Programme	A temporary flexible organisation structure created to coordinate, direct and oversee the implementation of a set of related projects and activities in order to deliver outcomes and benefits related to an organisation's strategic objective.
Programme Manager	The role responsible for the set-up, management and delivery of a programme; typically allocated to a single individual.
Project	A temporary organisation that is created for the purpose of delivering one or more business outputs according to a specified Business Case.
RFC	Request for Change
PM	Project Manager
R2P	Resource to Proposal, agency business intake workflow system for prospects
ROM	Rough order of Magnitude
RPO	Recovery Point Objective
RTO	Recovery Time Objective
QA	Quality Assurance
SACM	Service Asset and Configuration Management
SSBA	Service Support and Business Applications, NIC Agency organisational element responsible for Business Applications, including EBA and P3SM
SSCAB	Service Change Control Approval Board
SCOM	System Center Operations Manager
Senior Responsible Owner	The single individual with overall responsibility for ensuring that a project or programme meets its objectives and delivers the projected benefits.

SL	Service Line – NCI Agency production organisational element
SLA	Service Level Agreement
SOW	Statement of Work
SRTS	Service Request Tracking System
RAG	Red-Amber-Green
Stakeholder	Any individual, group or organisation that can affect, be affected by, or perceive itself to be affected by a programme or project.
TAC	Time at Completion
Theme	A collection of user stories which can be independently delivered but are related or serve a similar goal.
Tranche	A group of projects and BCA structured around distinct step changes in capability and benefit delivery.
User Story	A form of requirement definition which is common to most Agile methodologies.
WBS	Work Breakdown Structure





NATO Communications and Information Agency
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EBA R4 – Replacement of MS EPM 2010

Integration User Stories Architecture Views

Document History

Edition	Date	Description
-	-	Version developed for SOW
0.1	20/05/2021	Reviewed and updated following change of approach.

Contents

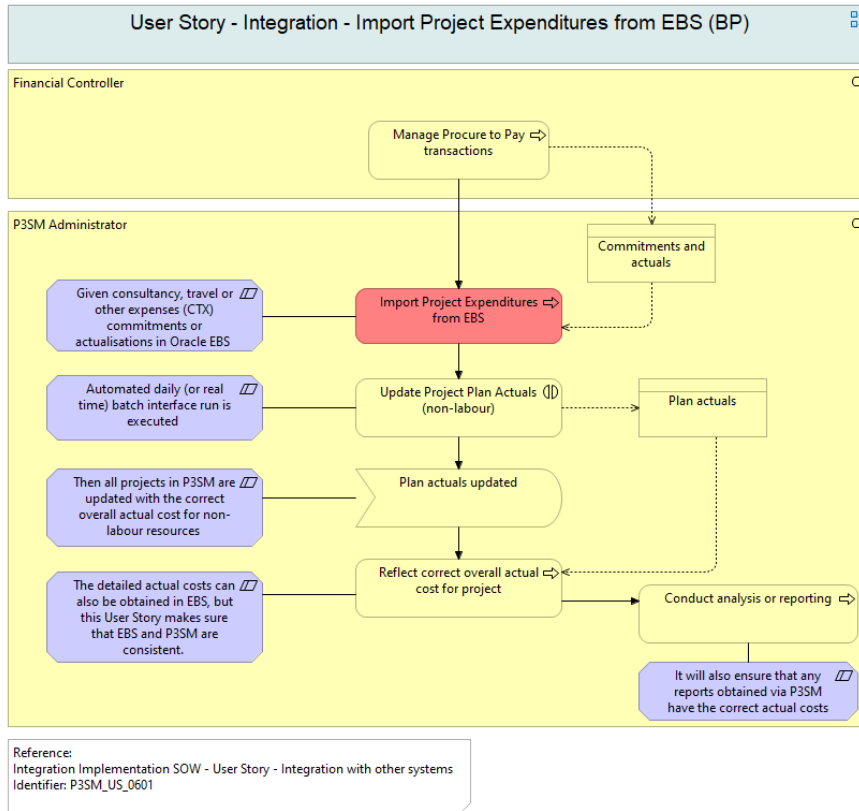
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1 Context

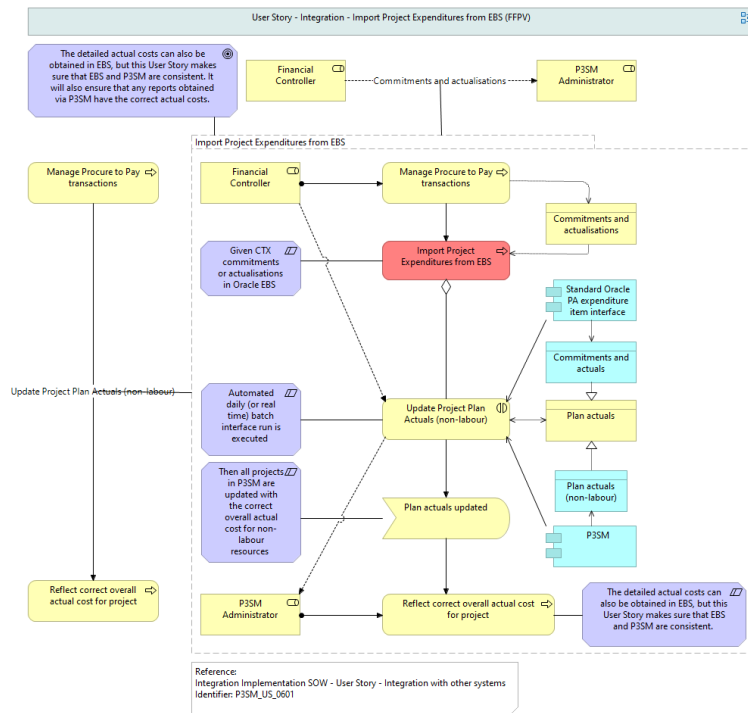
The following architecture diagrams (views) depict the Integration User Stories as described in Annex B – P3SM User Stories document. These are meant to provide context to the User Stories.

2 P3SM_US_0601 - Import Project Expenditures from EBS (BP/FFPV)

Business Process View (BP)

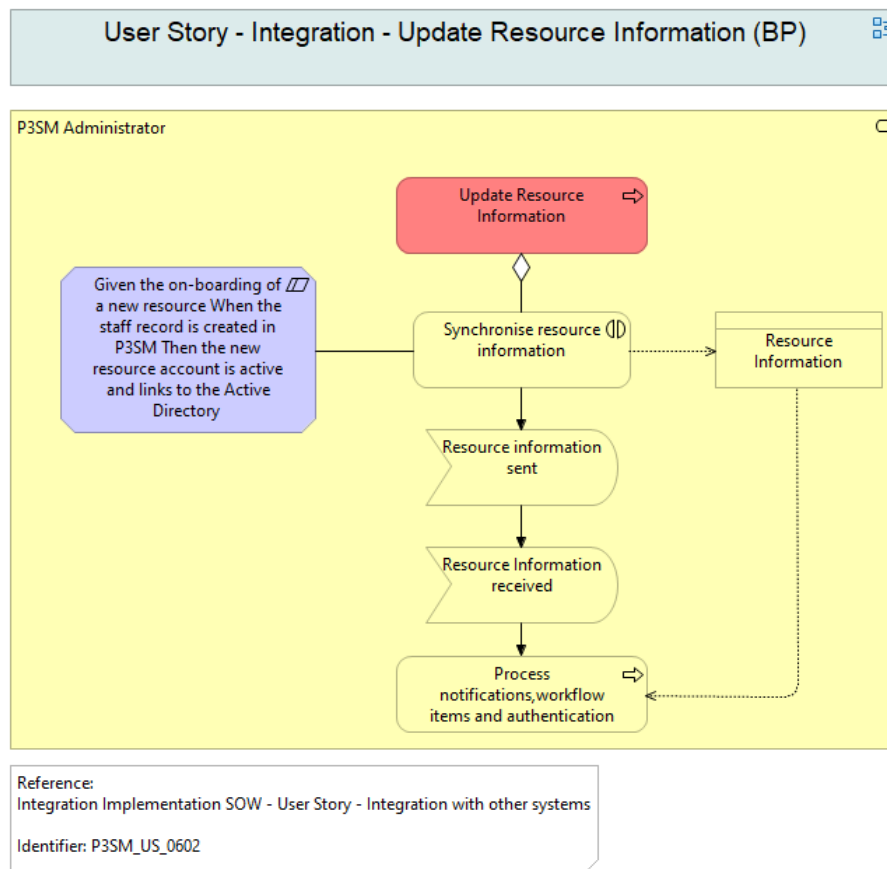


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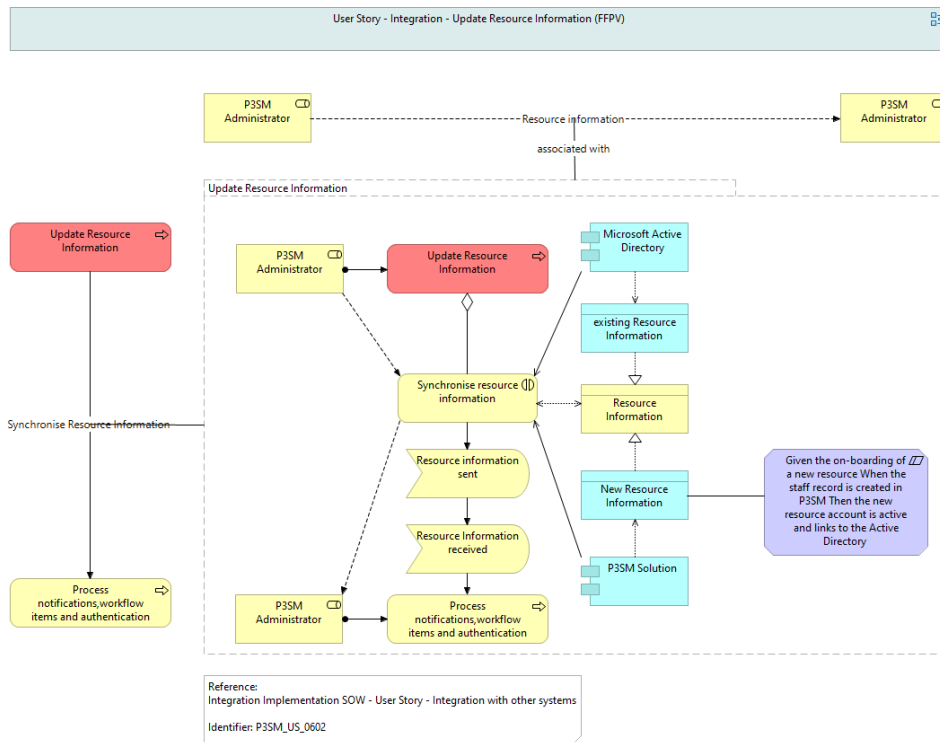


3 P3SM_US_0602 - Update Resource Information (BP/FFPV)

Business Process View (BP)

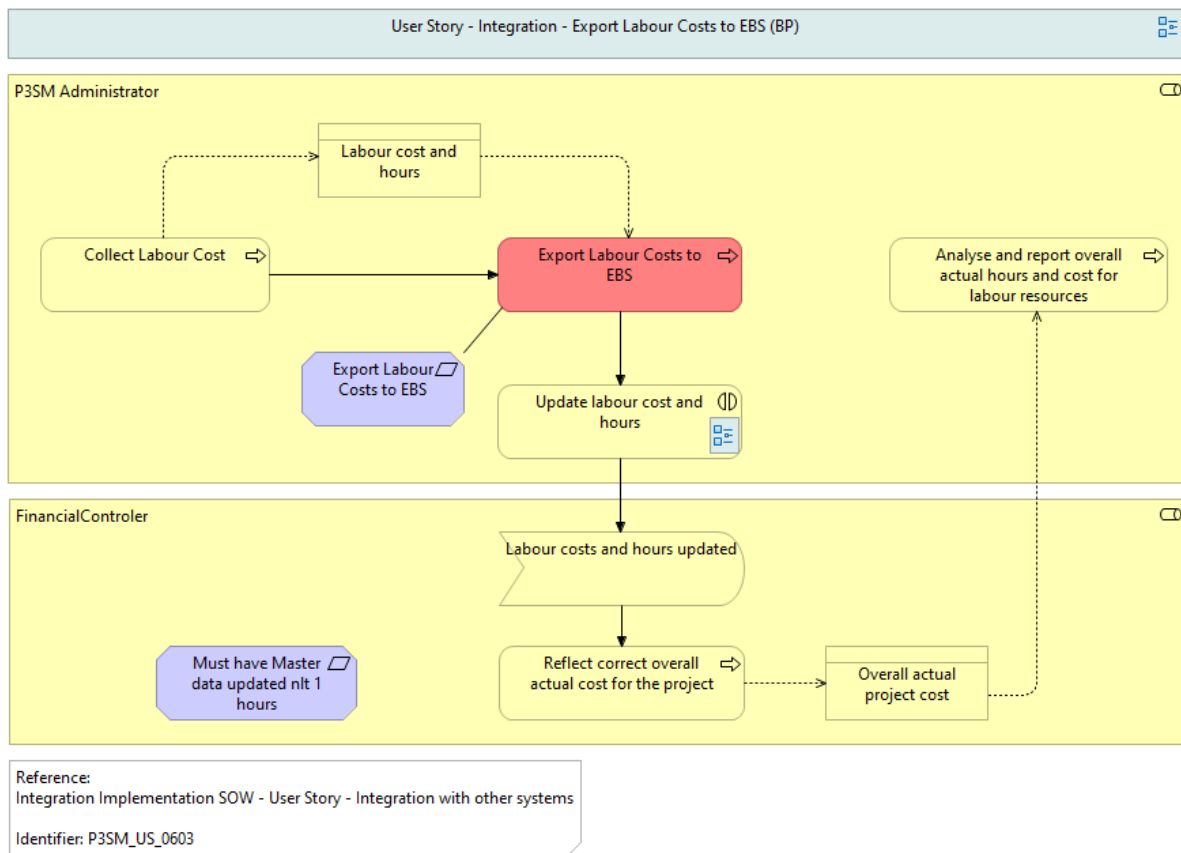


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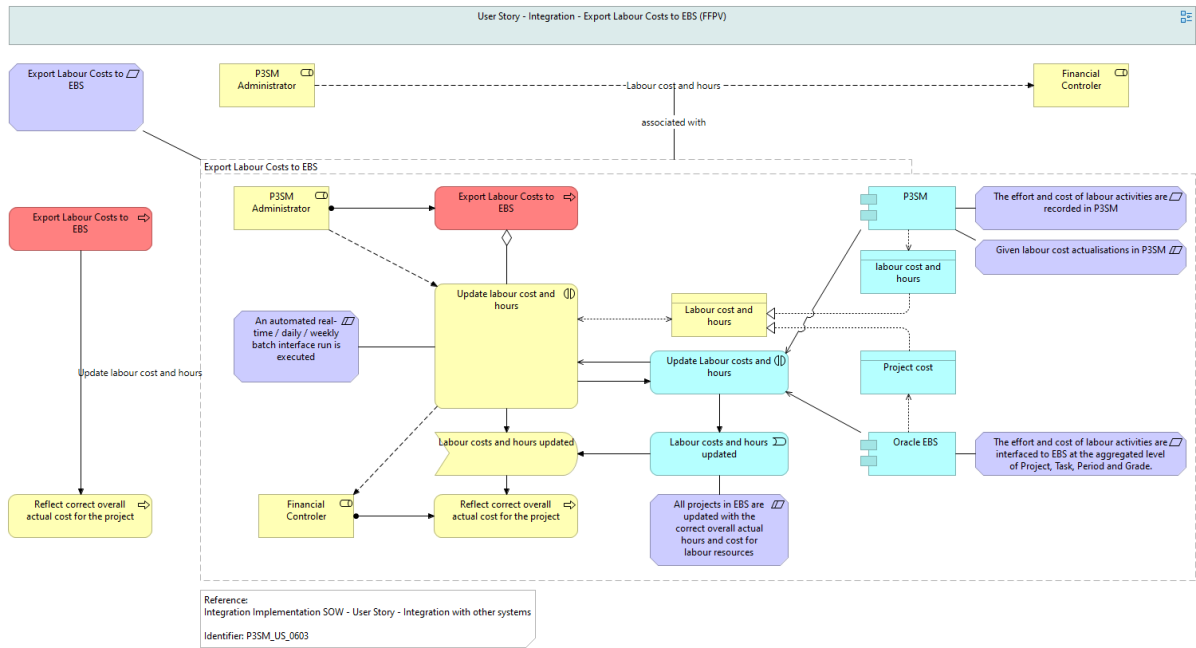


4 P3SM_US_0603 - Export Labour Costs to EBS

Business Process View (BP)

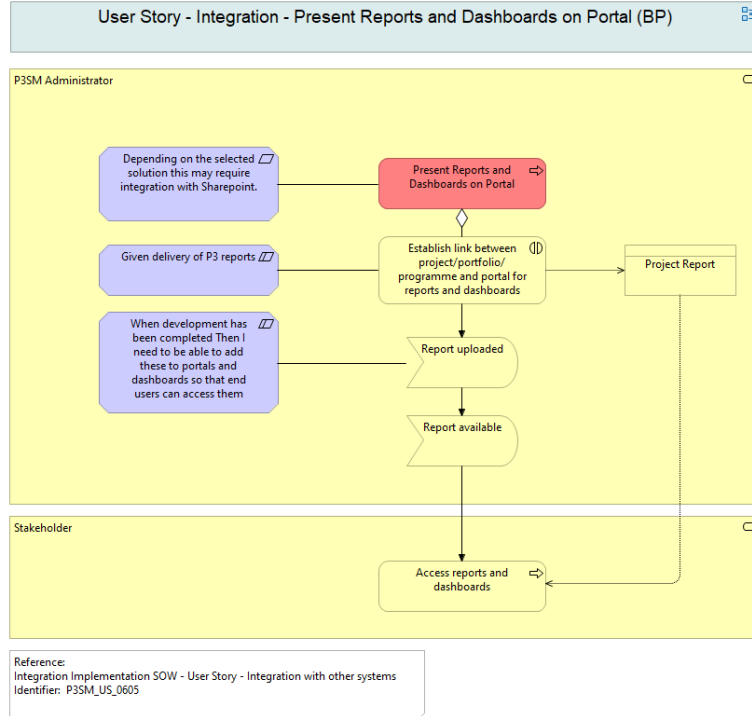


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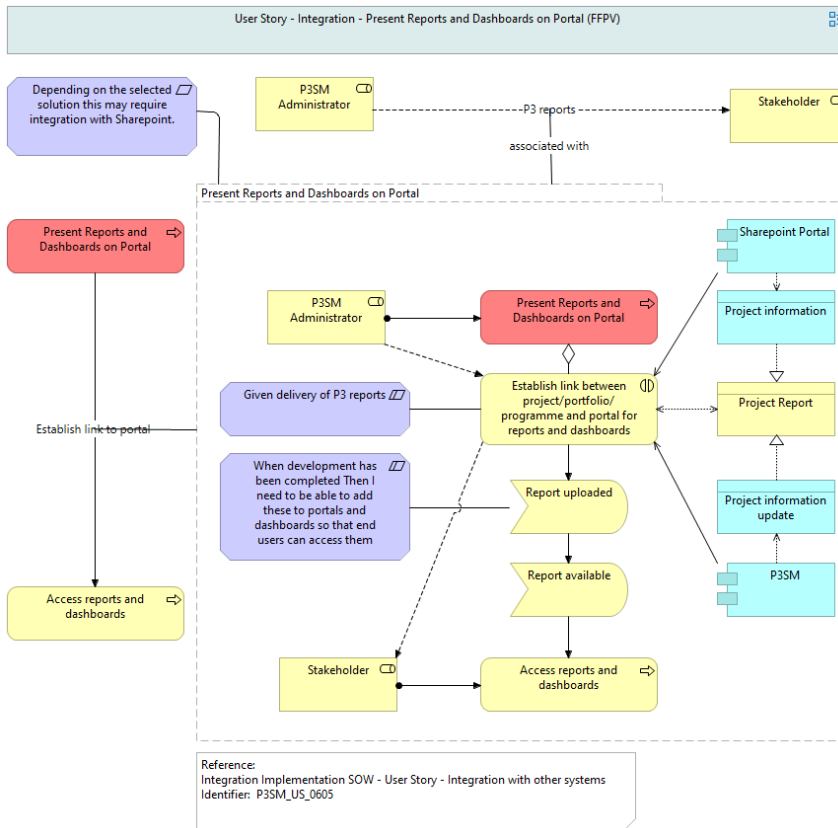


5 P3SM_US_0605 - Present Reports and Dashboards on Portal (BP/FFPV)

Business Process View (BP)

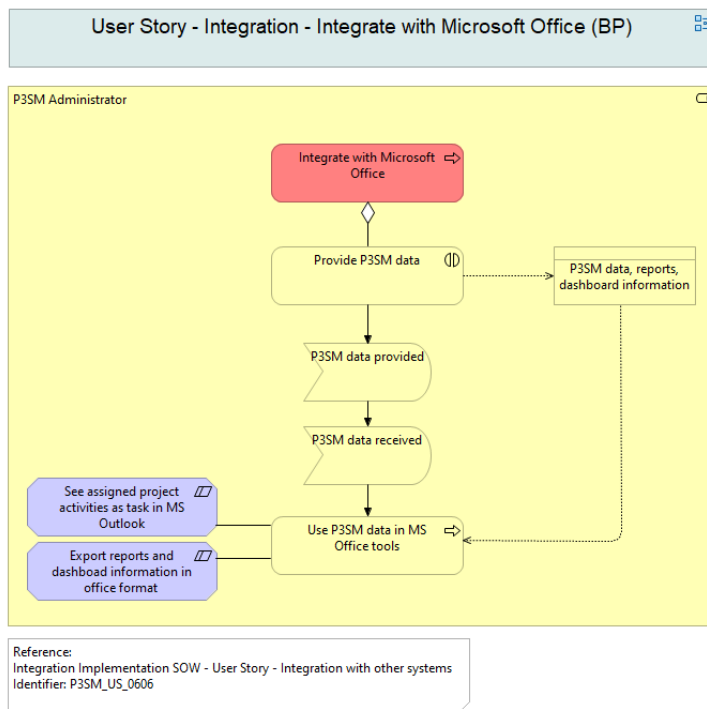


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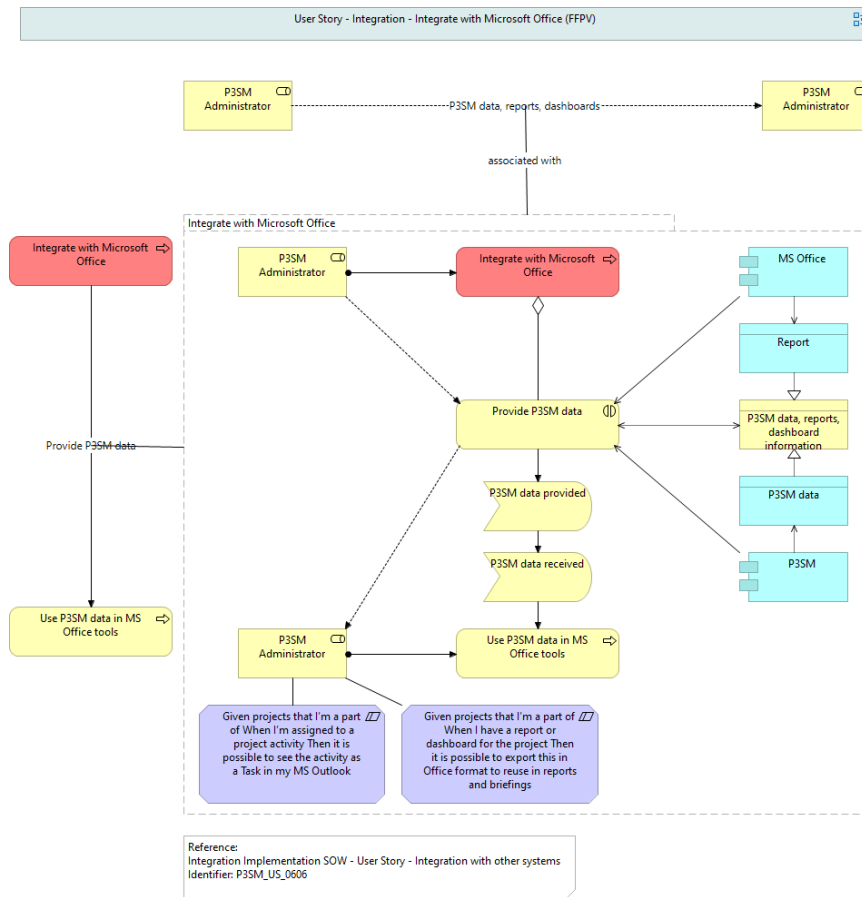


6 P3SM_US_0606 - Integrate with Microsoft Office (BP/FFPV)

Business Process View (BP)

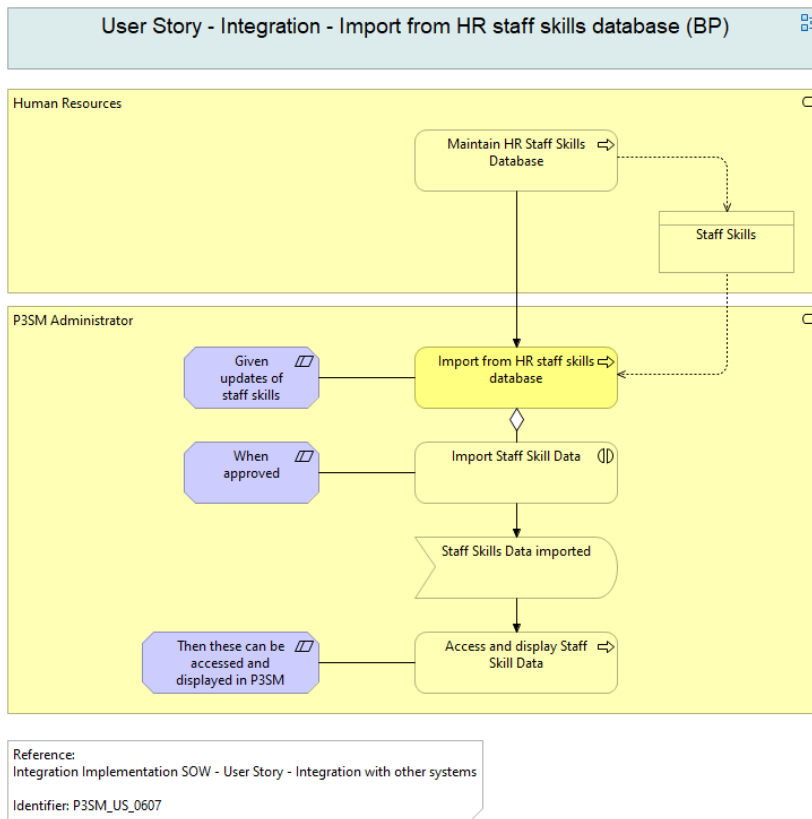


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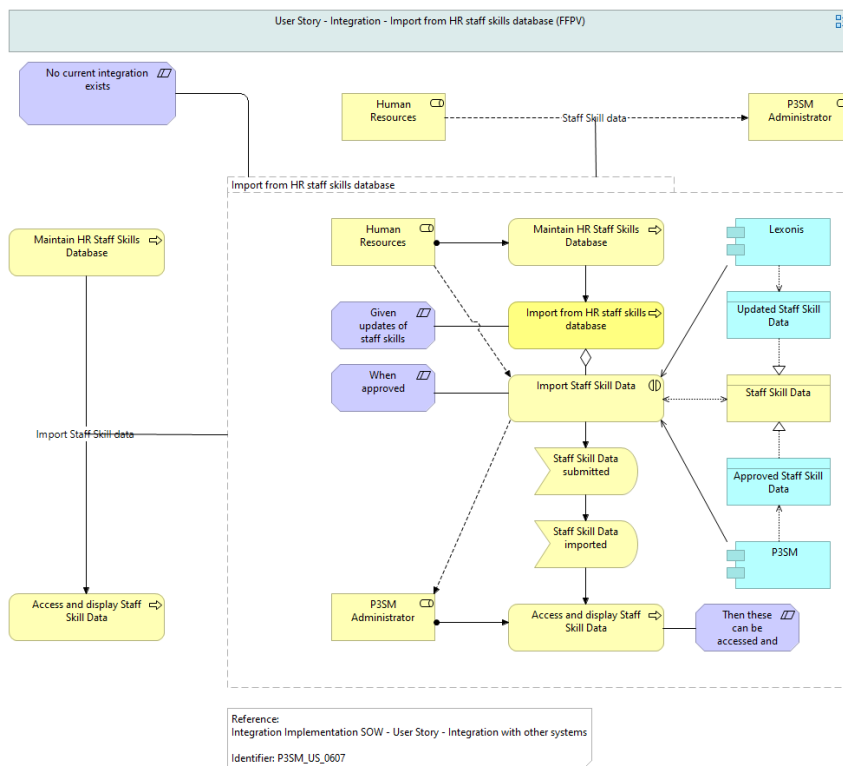


7 P3SM_US_0607 - Import from HR staff skills database (BP/FFPV)

Business Process View (BP)

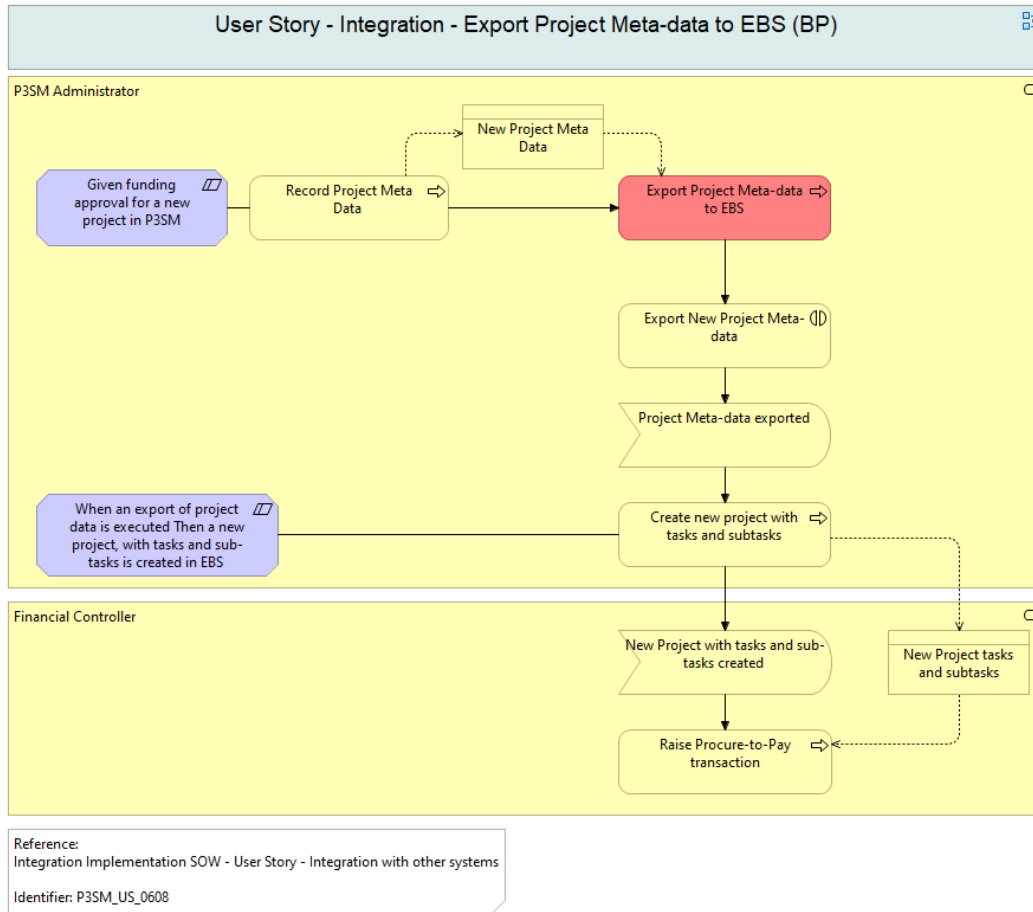


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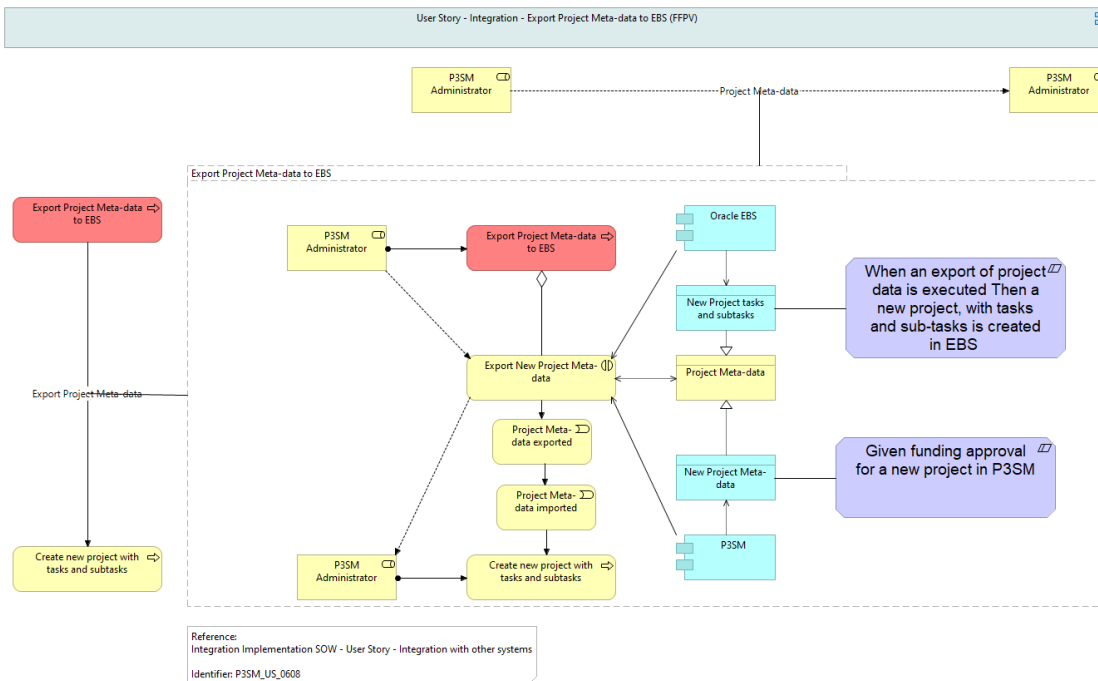


8 P3SM_US_0608 - Export Project Meta-data to EBS (BP/FFPV)

Business Process View (BP)

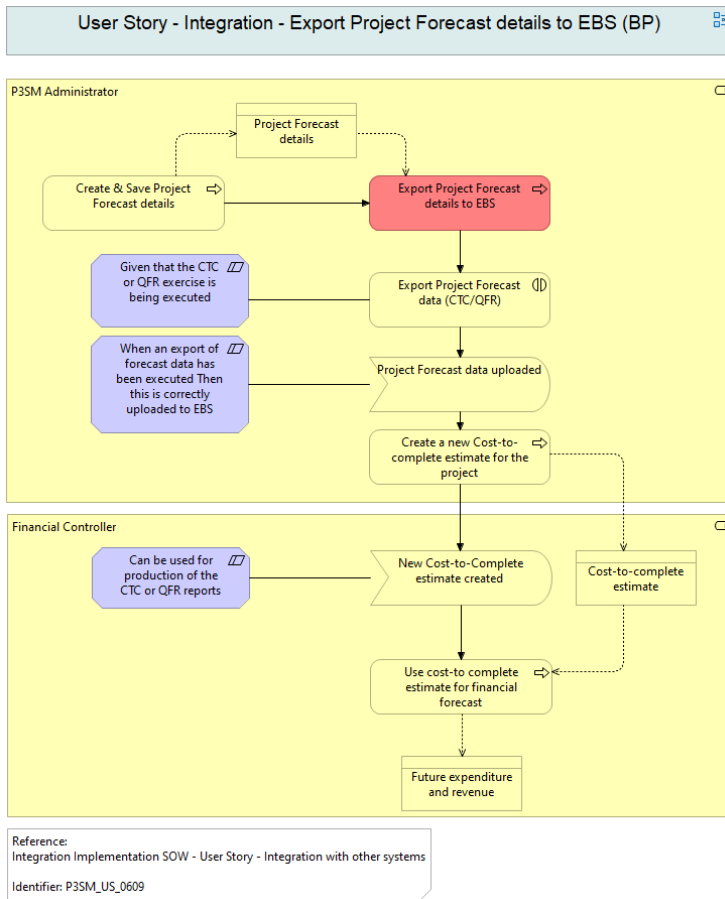


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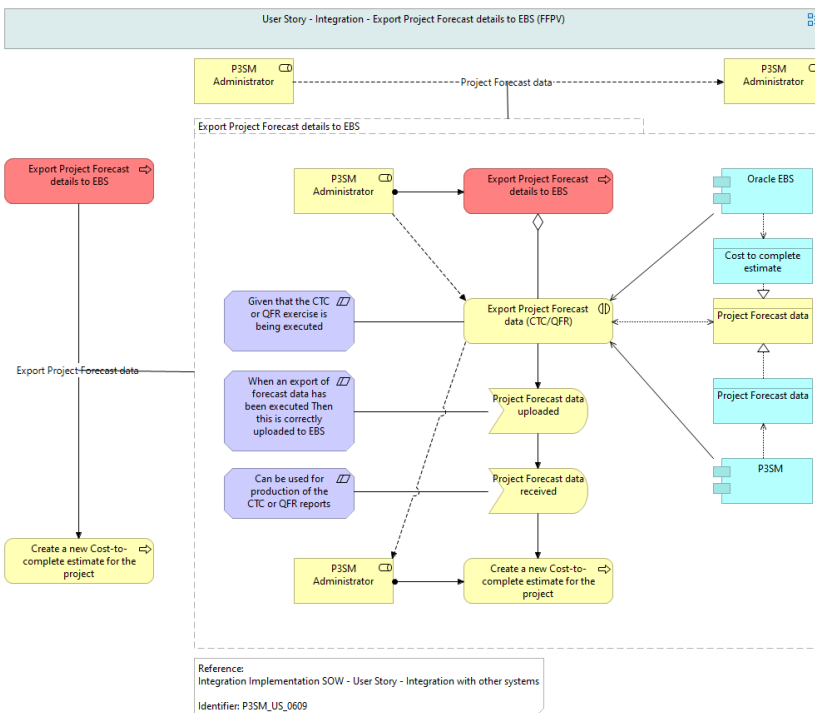


9 P3SM_US_0609 - Export Project Forecast details to EBS (BP/FFPV)

Business Process View (BP)

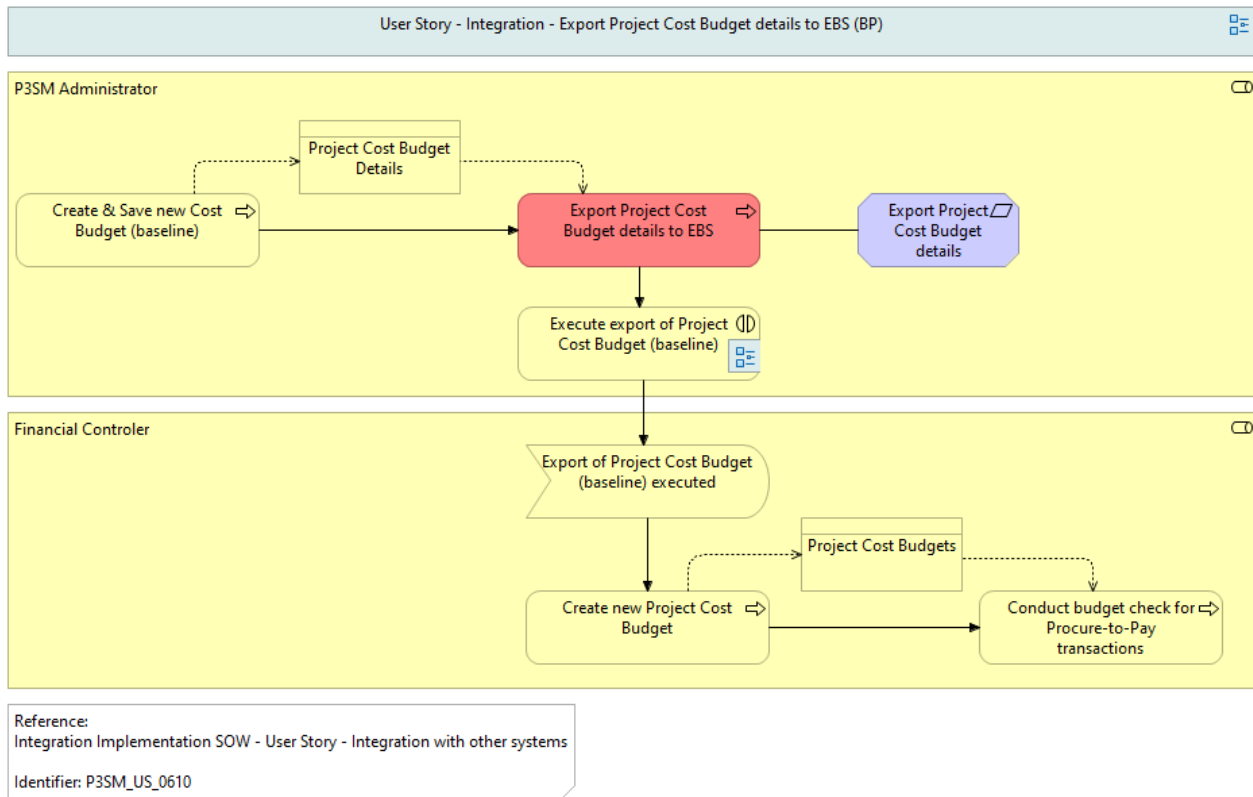


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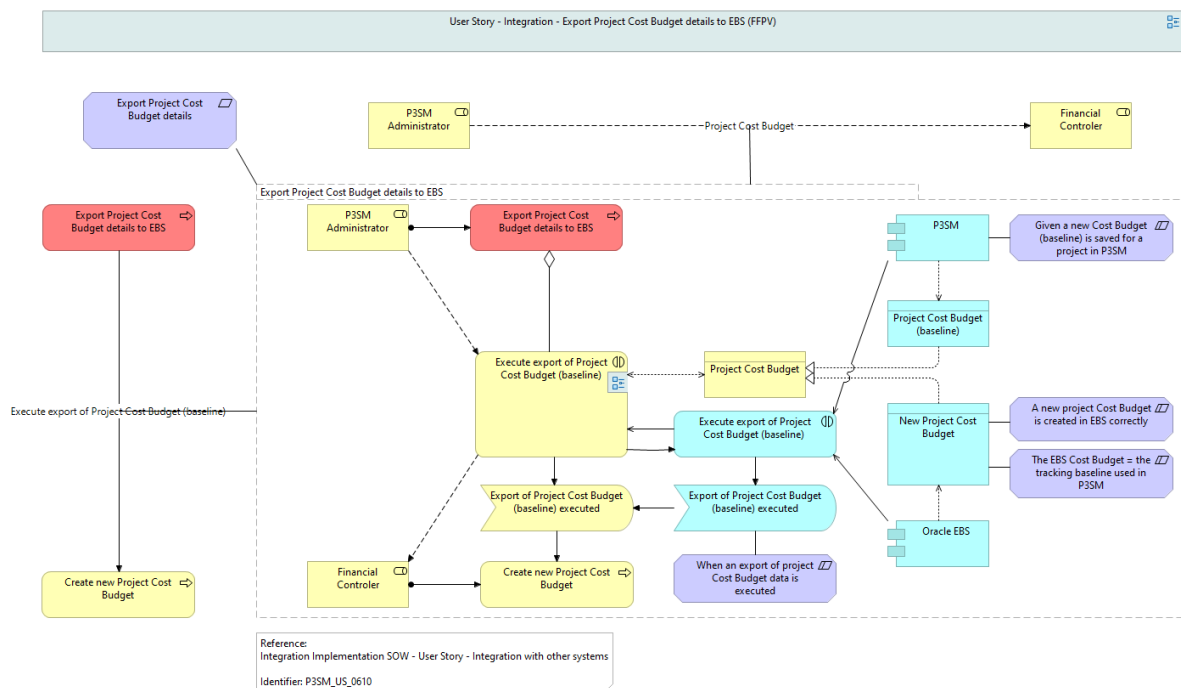


10 P3SM_US_0610 - Export Project Cost Budget details to EBS (BP/FFPV)

Business Process View (BP)

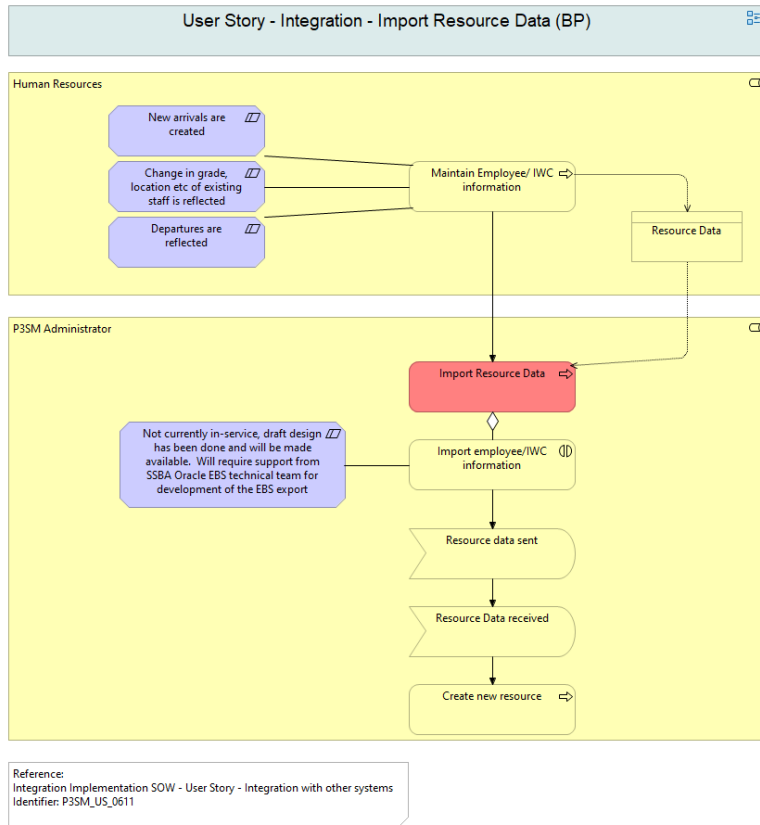


Configuration View (FFPV)

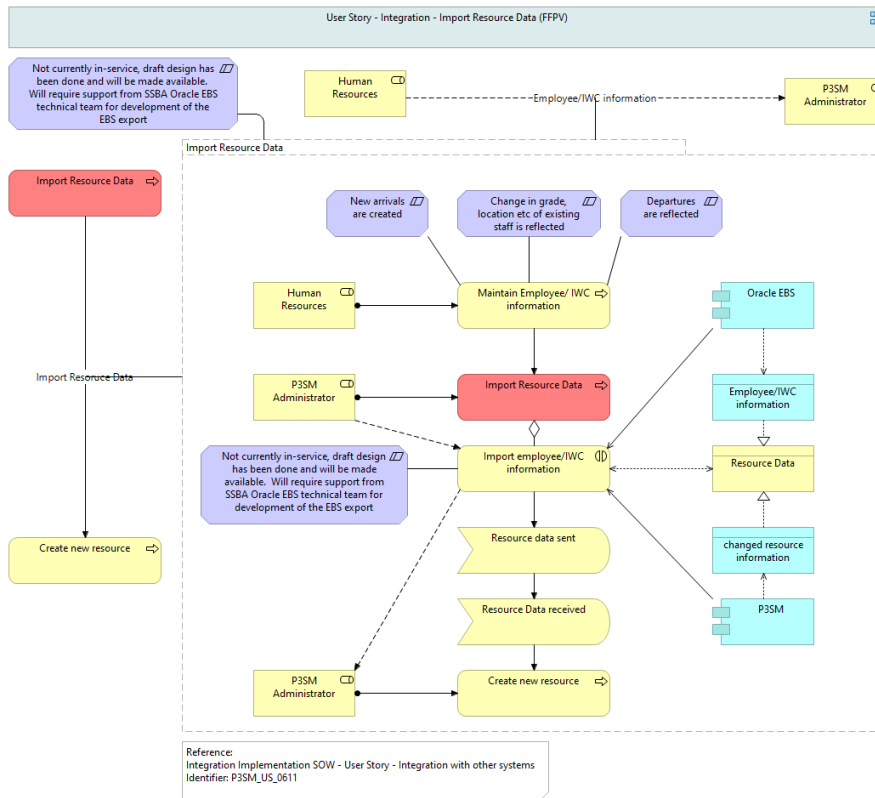


11 P3SM_US_0611 - Import Resource Data (BP/FFPV)

Business Process View (BP)

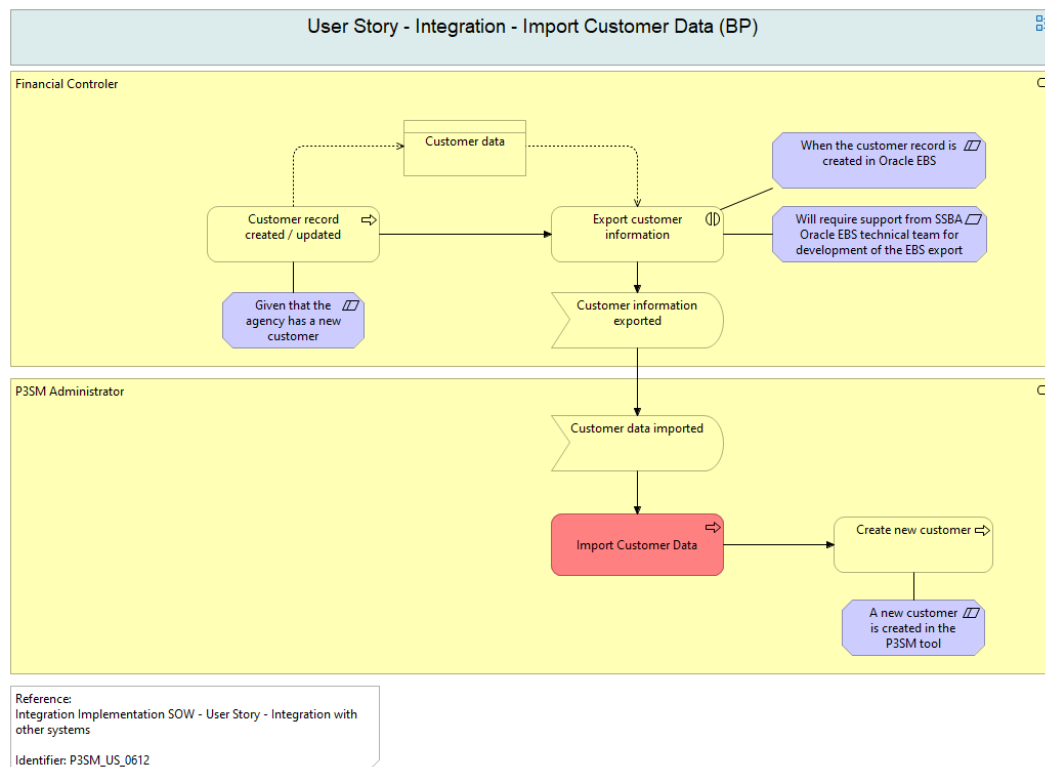


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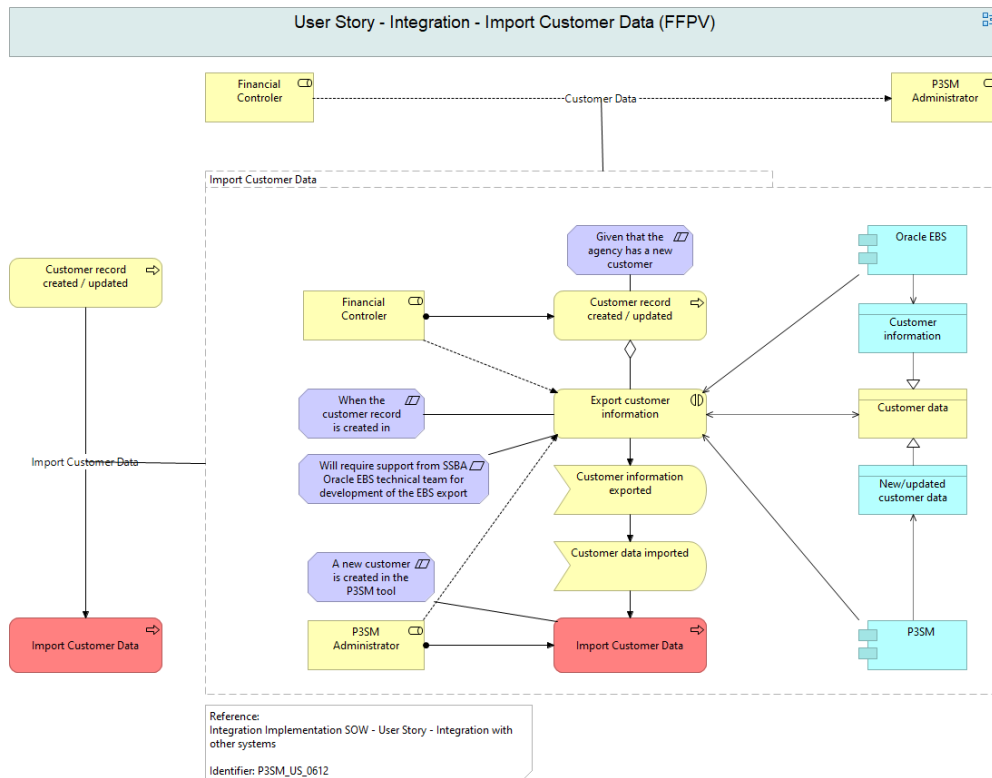


12 P3SM_US_0612 - Import Customer Data (BP/FFPV)

Business Process View (BP)

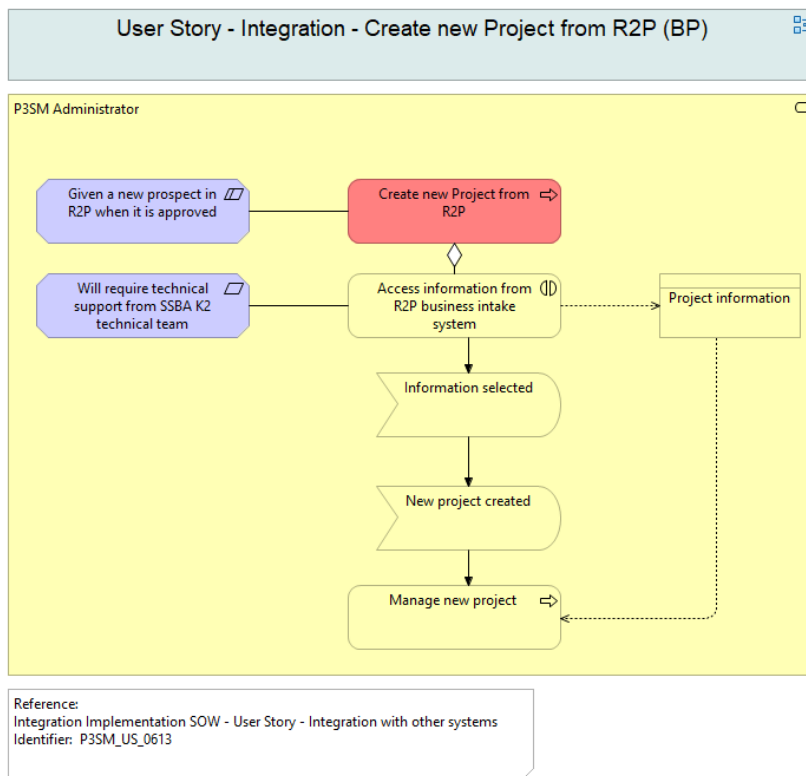


Configuration View (FFPV)

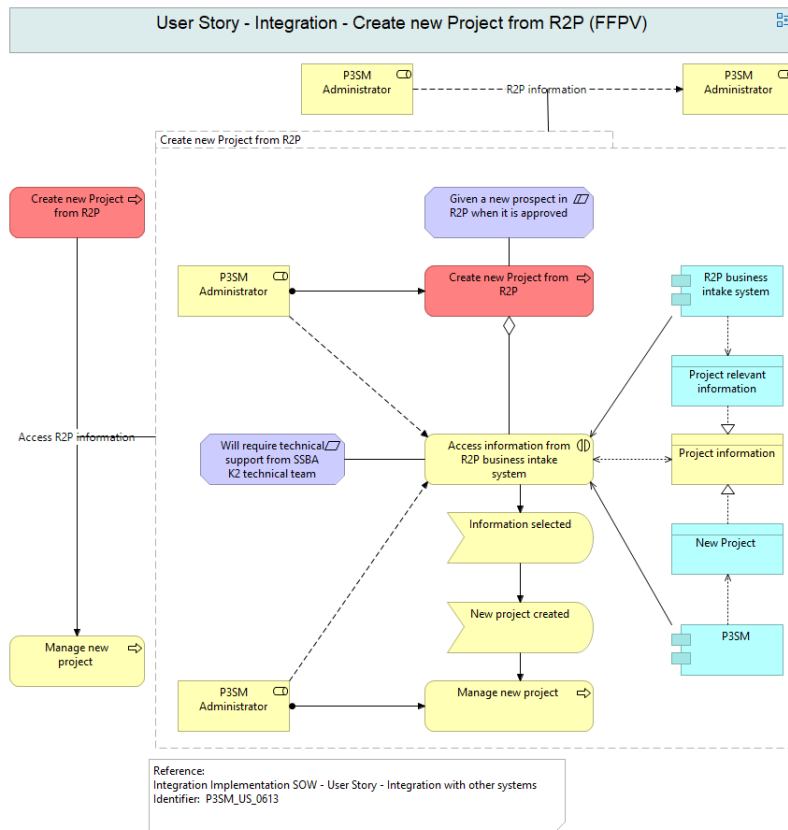


13 P3SM_US_0613 - Create new Project from R2P

Business Process View (BP)

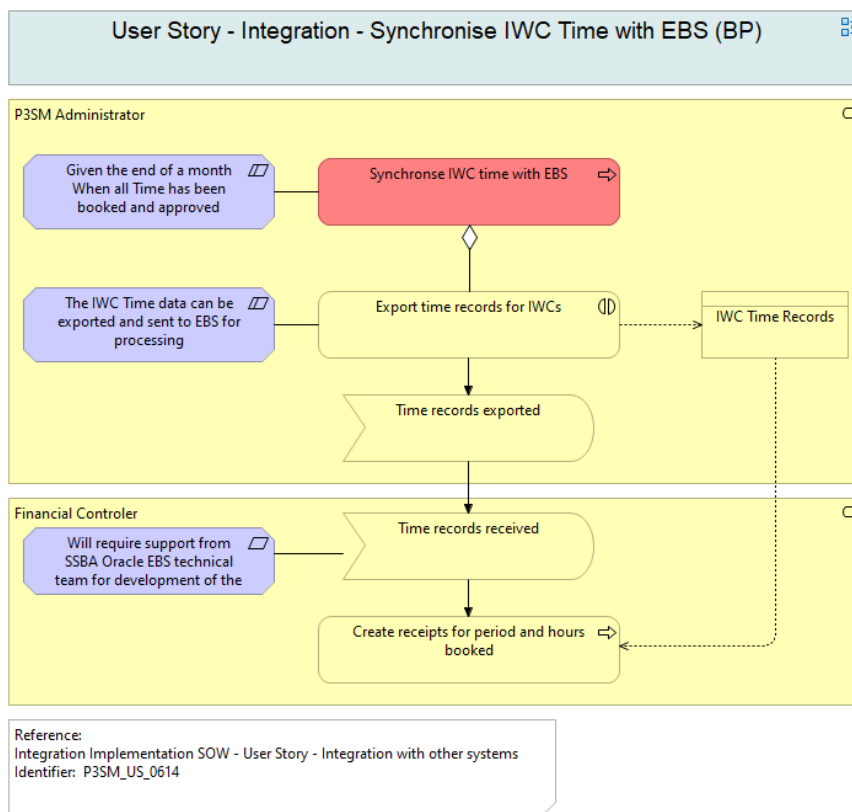


Configuration View (FFPV)



14 P3SM_US_0614 - Synchronise IWC Time with EBS

Business Process View (BP)



Configuration View (FFPV)

