



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

Αρμόδιος: Ασχος (ΜΕ) Δημήτριος Κανταρτζόγλου
Τηλ.: +32 2 707 6734
e-mail: d.kantartzoglou@grdel-nato.be

Βρυξέλλες, 30 Μαρτίου 2022
Α.Π.: 1718

ΠΡΟΣ: **ΥΠΟΥΡΓΕΙΟ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ**
- ΓΔΑΕΕ/ΔΑΕΤΕ (μ.η.)

ΚΟΙΝ.: **ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ** **ΓΕΕΘΑ**
- κ. Δ' Γενικό Διευθυντή - Γ2 Διεύθυνση
- Δ2 Διεύθυνση
ΥΠΟΥΡΓΕΙΟ ΑΝΑΠΤΥΞΗΣ
- Γενική Γραμματεία Εμπορίου (μ.η.)
- Γενική Γραμματεία Βιομηχανίας/
Διεύθυνση Διεθνών Βιομηχανικών
Σχέσεων (μ.η.)
ΤΕΧΝΙΚΟ ΕΠΙΜΕΛΗΤΗΡΙΟ ΕΛΛΑΔΟΣ
- Διεύθυνση Επαγγελματικής
Δραστηριότητας (μ.η.)

ΘΕΜΑ: Αίτηση Υποβολής Προσφορών RFQ-CO-115486-EBA-R3, Διαγωνιστικής Διαδικασίας: "Provision Of Enterprise Business Application (EBA) - Release 3, Advanced Human Resources Capability"

Διαβιβάζεται, συνημμένως, Αίτηση Υποβολής Προσφορών (Request for Quotation/RFQ), εν θέματι διαγωνιστικής διαδικασίας Basic Ordering Agreement (BOA), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.

Καταληκτική ημερομηνία εκδήλωσης υποβολής προσφορών ορίζεται η **13^η Μαΐου τ.έ., 12:00**

τ.ώ.

Ενδιαφερόμενοι δύνανται αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 9 αιτήσεως).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 614

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Ο υπάλληλος της Μ.Α. ΝΑΤΟ
Σταύρος Τσάκωνας
Τμηματάρχης Α', ΕΠ.&ΠΛ.



NATO UNCLASSIFIED

Acquisition

Peter.Kowalski@ncia.nato.int

NCIA/ACQ/2022/06665

28 March 2022

To: See Distribution List

From: The Director of Acquisition, NCI Agency

Subject: **REQUEST FOR QUOTATION RFQ-CO-115486-EBA R3**
"Provision Of Enterprise Business Application (EBA) - Release 3, Advanced Human Resources Capability"

Reference(s) : A. AC/4-D(2019)0004 (INV)
B. AC/4/(PP)D/27275-ADD7/ADD8/ADD12
C. AC/4-DS(2021)0023

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a Request for Quotation under BOA procedure for the provision of ***"Enterprise Business Application (EBA) - Release 3, Advanced Human Resources Capability"***.
2. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
3. **THE CLOSING TIME FOR ELECTRONIC SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (BRUSSELS TIME) ON 13 May 2022.**
4. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), and the Statement of Work (Part III). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract.
5. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. The Bidders have the right to request RFQ clarifications as outlined in section 2.7 of the Bidding Instructions (Book I).



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

Boulevard Leopold III
1110 Brussels, Belgium

www.ncia.nato.int

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7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ 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.
9. The The NCI Agency points of contact for all information concerning this RFQ 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 CHIEF OF ACQUISITION:

[Original Signed By]

Peter Kowalski
Senior Contracting Officer

Enclosures:

Attachment A: Acknowledgement of Receipt of Request for Quotation



Distribution List

All 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
The Netherlands	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
The Netherlands	1
Norway	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

NATO HQ

NATO Office of Resources

Management and Implementation Branch – Attn: Deputy Branch Chief 1

Director, NATO HQ C3 Staff

Attn: Executive Co-ordinator 1

NCI Agency – All NATEXs

1

NCI Agency

ACQ Director of Acquisition	1
ACQ Deputy Director of Acquisition	1
ACQ Restricted Contract Award Board Administrator	1
ACQ Chief of Contracts	1
ACQ Principal Contracting Officer	1
ACQ Princial Contracting Assistant	1
SSBA SL Chief	1
EBA R3 Project Manager	1
Liaison Officer to the Investment Committee	1
Legal Office	1
Registry	1

Attachment A

Acknowledgement of Receipt of Request for Quotation

RFQ-CO-115486-EBA R3

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 Request for Quotation RFQ-CO-115486-EBA R3 on, together with all enclosures listed in the Table of Contents.

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 RFQ and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

REQUEST FOR QUOTATION

RFQ-CO-115486-EBA R3

**Enterprise Business Applications (EBA)
Release 3 - Advanced HR Capability**

Book I-Bidding Instructions



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SECTION 1 INTRODUCTION

- 1.1 The purpose of this RFQ is to select a contractor through the existing NCI Agency Basic Ordering Agreement (BOA) procedure with the aim to obtain the provision of services to deliver and implement the Advanced HR capabilities in the existing ERP system of NCI Agency, also called Enterprise Business Applications (EBA) ecosystem.
- 1.2 The Participating Countries for this RFQ 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) and in the Bidding Sheet (Book II) in the manner, and at the times and the place, stated in the prospective Contract.
- 1.3 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.4 Basis of Award: The contract resulting from this RFQ shall be awarded to the lowest priced technically compliant offer.
- 1.5 The RFQ is conducted under the new NATO Procedures: “Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version”, Ref: AC/4-D(2021)0023 (INV)
- 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 RFQ Clarifications”.
- 1.7 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 RFQ Clarifications”.
- 1.8 The target date for Contract Award is November 2022.

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 RFQ.
- 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, 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 RFQ 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.** Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ.
- 2.2.2.** In accordance with the authorization received from NATO authorities funding this effort, the implementation of this project shall be restricted to the use of the Oracle HCM Cloud product.
- 2.2.3.** Bids received proposing the implementation of this project using a product other than the one identified in Para 2.2.2 above shall be declared as non-compliant and dismissed from further consideration.
- 2.2.4.** All contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

- 2.2.5.** None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.6.** 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.
- 2.2.7.** 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.
- 2.2.8.** 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 **13 May 2022**, at which time and date bidding shall be closed.
- 2.3.2.** Bids shall be delivered by electronic means **only and solely** to: RFQ-CO-115486-EBA.Bids@ncia.nato.int
- 2.3.3.** Bids submitted by means other than by email shall not be accepted.
- 2.3.4.** The Quotation shall consist of **three (3) separate subject emails**:
- 2.3.4.1.** For the **first e-mail** the subject line shall read: “**RFQ-CO-115486-EBA R3 – Official Bid for [company name] – Part 1 - Administrative Envelope**”. The e-mail content shall be as described in Paragraph 3.1.4 (a) below, with no password or encryption protection to the file and shall be not larger than 10MB total.
- 2.3.4.2.** For the **second e-mail** the subject line shall read: “**RFQ-CO-115486-EBA R3 – Official Bid for [company name] – Part 2 - Price Quotation**”. The e-mail content shall be as described in Paragraph 3.1.4 (b) below, with no

password protection or encryption to the file, and shall be not larger than 10MB total.

- 2.3.4.3.** For the **third e-mail** the subject line shall read: “**RFQ-CO-115486-EBA R3 – Official Bid for [company name] – Part 3 – Technical Proposal**”. The e-mail content shall be as described in Paragraph 3.1.4 (c) below, with no password protection to the file, and shall be not larger than 10MB total per e-mail. For large Technical Proposals, multiple e-mails may be required and are allowed to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

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 Request for Quotation, 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

The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for

extension of bid closing date must be submitted in writing by fax or e-mail. Such questions shall be forwarded to the Point of Contact specified in §2.6 and shall arrive not later than fourteen (14) days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.6. PURCHASER POINT OF CONTACT

2.6.1. The Purchaser Points of Contact (POC) for all information and questions/clarification requests concerning this Request for Quotations 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 RFQ 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 RFQ.

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 RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POCs specified in § 2.6 and shall arrive **not later than thirty (30) calendar days** after RFQ release 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 RFQ for additional clarification as noted in §2.7.3.

2.7.3. Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

2.7.4. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (anonymised to remove the identity of the questioner) shall 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 RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments

to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

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 RFQ 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 REQUEST FOR QUOTATION

2.9.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ 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 issued 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 may 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 shall be set forth in the amendment document.

2.9.3. In no case, however, shall the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

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 RFQ, 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.

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. (a) 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. (b) 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 REQUEST FOR QUOTES

2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ 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

Bidders 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 RFQ.

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 RFQ 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 RFQ, including RFQ amendments and clarifications.

2.13.3. Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

2.14. NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

2.14.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

2.14.2. The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies- See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees"; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

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 RFQ and its ability to provide all the deliverables and services listed in the Bidding Sheet. Bids which are not complete may be declared non-compliant.
- 3.1.3. The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ 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 (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 Bidding Sheet 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 may 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 format 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. The Bid Administrative Package shall include in accordance with accordance with § 3.1.4(a) one ZIP file submitted by email comprised of the required documents.

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 RFQ 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 (IPR)
- 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 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 Contractor and Sub-Contractor Non-COTS Background IPR
- 3.2.2.15.** C-15 List of Non-COTS 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, a draft of 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 RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.2.4.4.** The Bidder shall include 1 (one) additional copy of the Technical Proposal Cross-Reference/Compliance Table (see §3.4.3) in the Administrative Package. A copy shall also be included in the Technical Proposal.

3.3. PREPARATION OF THE PRICE QUOTATION (PART 2)

- 3.3.1.** Bidders shall prepare their Price Quotation in accordance with § 3.1.4(b) by submitting one (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) provided with this RFQ under Book I, Annex A and B. The Bidder shall propose an accurate and complete price

quotation in completing the Bidding Sheet as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified in these instructions.

- 3.3.2.** The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets as directed at 3.1.4.2. 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 CLINs 3 & 4.
- 3.3.3.** The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.3.4.** Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.3.5.** Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.
- 3.3.6.** This package must contain the following documentation and media:
- 3.3.7.** Bidders shall submit the Quotation 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:
 - 3.3.7.1.** the currency is of a "Participating Country" in the project, and,
 - 3.3.7.2.** 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 Quotation.
- 3.3.8.** 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.
- 3.3.9.** 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.

- 3.3.10.** Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices Quotation 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 Quotation shall include all costs for items and services supplied and delivered.
- 3.3.11.** The Bidder's attention is directed to the fact that their Price Quotation 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.
- 3.3.12.** 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 RFQ**. 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 Quotation, 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.
- 3.3.13.** 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.
- 3.3.14.** The Bidder shall furnish firm fixed price quotations for all proposed items. Partial quotations shall be rejected.
- 3.3.15.** The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any part of the contract designated as an Option. The Purchaser bears no liability should it decide not to exercise such options.
- 3.3.16.** The Price evaluation will be held against all Evaluated Contract Line Items.
- 3.3.17.** 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 sole responsibility to inform itself of its liability in each country where such liability may arise.

3.3.18. Price Quotations specifying delivery dates exceeding the deadlines for completion of works indicated in Bidding Sheet may be declared non-compliant.

3.3.19. 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.

3.4. 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. 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.

3.4.3. 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.

3.4.4. Requirements Traceability Matrix: The Bidder shall deliver a Requirements Traceability Matrix (RTM), which describes for each requirement the Solution, the complexity 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 Bidder shall include the completed Cross-Reference Non-Functional Requirements table from, spreadsheet tab 2, provided in Annex G.

3.4.5. Initial Architecture: 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 Architecture on the basis of the requirements in SOW Annexes A & B and all legacy documentation provided by the Purchaser. The following documents shall be part of the Technical Proposal:

Information	Notes
Computer Information Systems (CIS) Description	Initial version covering the technical architecture requirements and the overview instances (for HCM Cloud and Integration software) per step in the construction Stage.
Solution Integration	This section will explain the integration strategy on how HCM Cloud will integrate with Oracle E-Business Suite 12.2.10.
Data Migration Strategy	Initial version covering the data migration methods and tools

Table 1 – Architecture information included in the Technical Proposal

3.4.6. 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 Project Management Review milestone. Drafts of the following annexes to the PMP shall be included in the Bid and shall be used in the Technical Evaluation:

3.4.6.1. The Bidder shall have provided a PMP that is compliant with the delivery and completion time constraints specified in the SOW and assuming that all functional requirements have been implemented.

3.4.6.2. The Bidder shall provide a /master schedule that can be used by the Purchaser to understand the implementation sequence and timelines. Constraints for this master schedule are documented in SOW 4.1 and must include the following mandatory information per Process Group (i.e. Leave & Absences, Performance Management,...):

- Estimated Project kick-off (PK) date,
- Estimated Start/ end date of Target Operation Model /To-Be processes/business requirements design,
- Estimated Start/end date of data migration activities,
- Estimated Start/end date and number of the sprints,
- Estimated Start/end date of UATs,
- Estimated Start/end date of training development and execution,
- Estimated Start/end date of hypercare,
- Estimated Go-Live Dates,
- Estimated Project Milestones dates as defined in Section 4 of the SOW.

3.4.6.3. The Purchaser aims to combine traditional waterfall methodology together with an iterative approach, called AGILE. The Purchaser's organization has varying degrees of familiarity with the AGILE methodology. Explain how the Bidder will apply and align this hybrid, governed Agile Delivery

lifecycle methodology (See Reference S in SOW) to the project and the deliverables. Provide a description of the overall project management approach and a comprehensive listing of the tools that will be used for the implementation of the Project. Bidders must indicate how these tools can be integrated in the Purchaser's infrastructure.

- 3.4.6.4.** An initial Project Organization Chart needs to be provided. The Bidder must clearly describe the project organisation and the roles and responsibilities for the entire scope of the project as documented in Section 2.3 of the SOW. The Bidder shall indicate the required time allocation for each of the Purchaser project roles per stage in the project. Proof of an implementation with a similar Project Organization structure is required.
- 3.4.6.5.** Work Breakdown Structure: See SOW §2.10. The Bidder shall provide a draft initial Work Breakdown Structure (WBS) that the Bidder can determine at the time of the Bid from the materials provided by the Purchaser. The WBS shall describe the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 3.4.6.6.** RAID Log: See SOW §2.12. The Bidder shall provide a draft initial RAID Log that the Bidder can determine at the time of the Bid from the materials provided by the Purchaser. Any risks, issues and Assumptions that could be foreseen at this time should be added to the Contractor's initial RAID Log.
- 3.4.6.7.** Management Controls: The Bidder has to describe how they will deliver the defined requirements within proposed cost and the set timetable, taking into account the Hybrid Agile Project Method. Proof of Agile or Hybrid Agile based implementations is required.
- Scoping: Bidders must describe how they will ensure that the Project will remain within the Project tolerances. Describe how the Bidder will handle scope changes and manage changing priorities within an Agile Project environment. Define in this context the change management processes including change governance structure, scope change identification, description, tracking, cost estimating and approvals must also be described.
 - Reporting: Bidders must describe the methods they will use to ensure project coordination, identification and control of risks and implementation of risk mitigation and issue resolution. Periodic structured status reports with defined metrics based Earned Value Management (EVM) that track progress against defined milestones and deliverables are required for the duration of the Contract. Examples from previous implementation projects are recommended to illustrate the Bidder's strengths in this area.

- 3.4.7.** Business Change Management Plan: The Purchaser shall develop an initial Business Change Management Plan. This Plan outlines the overall project communication goal and guiding principles based on the Organization's environment. This also includes how the various aspects of the project will be communicated towards the different project stakeholders. Bidders must describe their change management approach and must satisfy the following requirements:
- 3.4.7.1.** The Bidder must describe the change management approach to capture, measure, assess and influence/change user readiness, communications strategy, process readiness and organisational readiness for the transition to the new system.
- 3.4.7.2.** The specific change management activities and templates that will need to be used by each project stage.
- 3.4.7.3.** The Bidder must detail the benefits and limitations of the proposed approach and provide lessons learned from implementations of a similar size of users (3500) and complexity which used this approach.
- 3.4.8.** Bidder Qualifications. This project is going to implement advanced HR functionalities in Oracle HCM Cloud, thus the Bidder shall possess qualifications demonstrating that they have the technical and managerial skills to guarantee success of this implementation. Therefore the Bid shall detail the successful experience of the Bidder in the design, delivery, implementation and support of Oracle HCM Cloud, with particular emphasis on recent experience – within the last 8 years. The Bidder shall provide:
- 3.4.8.1.** the number of Oracle HCM Cloud deployed / delivered / supported,
- 3.4.8.2.** the purchaser(s) of the system (if releasable),
- 3.4.8.3.** the number of user(s) of the system,
- 3.4.8.4.** the start date and end date of the Contract,
- 3.4.8.5.** a verification point of contact (if releasable).
- 3.4.9.** Key Personnel Qualifications: The Bid shall also include resumes/CVs for the Key Personnel following the instructions provided in Annex H. The proposed Key Personnel must satisfy the skillset requirements in SOW §5. In order to verify that this is the case, the following information shall be included in the resume/CV (see Book I ANNEX F and H and SOW §2.3, 5.3):
- 3.4.9.1.** Education and professional certifications,
- 3.4.9.2.** Relevant successful projects in the last 5 years (dates and phases covered, size, type, reference, role),
- 3.4.9.3.** Expertise in the proposed Oracle HCM Cloud COTS implementation and/or prove of Oracle Certification see SOW §5.3,
- 3.4.9.4.** Be nationals of a NATO member country,
- 3.4.9.5.** Possess a proficiency in English equivalent to or higher than the NATO Standardized Level Profile 3, 3, 3, 3 (i.e., Listening, Speaking, Reading, and Writing skills must be good) as set in NATO STANAG 6001,

- 3.4.9.6.** Be available to work on site in Europe (primarily Belgium and The Netherlands) as required for the performance of the contract.
- 3.4.9.7.** The Purchaser reserves the right to conduct interviews of Key Personnel (either in-person or remotely) during the evaluation and any other time before the Contract is awarded. The non-availability of proposed Key Personnel at the time of contract award may result in a rejection of the Bid and a declaration of Bid non-compliance.
- 3.4.10.** 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.

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 RFQ. Failure to address any of the bidding requirements in this RFQ 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 RFQ.
- 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 RFQ 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 evaluation will be conducted in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – "Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version", Ref: AC/4-D(2021)0023 (INV)
- 4.1.7.** 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.
- 4.1.8.** All administrative compliant Bids will be reviewed for price compliancy. The

Contract resulting from this RFQ 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 RFQ.

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 RFQ. 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),

4.2.1.3. The Administrative Package contains all the requested and 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 Quotation

4.3.1.1. The Bidder's Price quotation 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. Price Proposals for each individual item(s) and totalled prices are accurate, realistic, 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. Basis of Award: The contract shall be awarded to the Bidder with the proposal evaluated as offering the lowest priced technically compliant offer.

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. Offer Summary tab Evaluated Bid Price as indicated by the Bidder,

4.3.3.1.2. CLIN Summary tab Evaluated Bid Price as indicated by the Bidder.

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	RFQ 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 and Non-Functional requirements covered in SOW Annexes A&B. 2. The RTM (both Functional and non-functional tabs) shall include a “complexity” value for each User Story using story points with the following scale of sizing: 1,2,4,8,16. 3. The RTM shall clearly indicate how each User Story and Non-functional requirement is going to be fulfilled (e.g. out-of-the-box with COTS, customisation or PaaS Integration). Bidders must describe the specific workarounds and/or customisations that will be required in order to satisfy the requirement. Bidders must bear in mind that the Purchaser has as an objective reducing the number of extensions to an absolutely necessary minimum. 4. Bidders must provide Comments in the Requirements Traceability Matrix (RTM) (see Annex G) when they intend to do a customization or PaaS Integration in order to satisfy the User Stories and Non-Functional requirements covered in SOW Annexes A&B. 	<p>Book I, §3.4.4, Book I Annex G SOW, §1.8.2, SOW Annex A, SOW Annex B,</p>
<p>Initial Architecture</p> <ol style="list-style-type: none"> 1. The Bidder shall have provided an initial CIS Description using 6g-RFQ-CO-115486-EBA R3-Book II-SOW-Annex J-Cloud-Based CIS Description Template_FINAL. The proposed Architecture shall be consistent with the solution declared in the Requirements Traceability Matrix and coherent as an architecture including all components which are integrated with HCM Cloud. 2. The bidder shall provide an overview of the Oracle HCM Cloud instances / environments which are required to satisfy the functional and non-functional requirements specified in ANNEX A and B. The bidder shall indicate the number of SaaS HCM instances and integration software connections and when these will be needed throughout the project. The number of instances for SaaS HCM shall range between 2 and 5. The number of Integration Software connections shall range between 1 and 4. 3. In the Solution Integration, the Bidder shall describe how the Bidder shall deliver a data integration mechanism, continuous real-time if possible, to efficiently move volumes of data from on premise to the cloud. 4. The bidder shall describe in the initial Data Migration Strategy the activities and approach on how the existing Data is collected, converted and imported into Oracle HCM Cloud. The Bidder must describe the methodology used to ensure the quality and completeness of the executed data migrations (see Section 3.7 of Book II SOW) including any tools required/used to support the methodology. The Bidder must describe any third party tools that will be used during the migration activities. 	<p>Book I, §3.4.5, SOW §3.3.8, SOW §3.3.9, SOW §3.7 SOW Annex A, SOW Annex B, SOW Annex J, SOW Annex K</p>

<p>Project Management Plan</p> <p>The Bidder shall have provided an Initial PMP that includes the following:</p> <ul style="list-style-type: none"> (a) Master schedule that fits within the expected schedule and which contains all the activities as described in the SOW. (b) The Bidder shall have provided a PMP which is compliant with the delivery and completion time constraints specified in the SOW and assuming that all functional requirements have be implemented. (c) Description of the overall project management approach and tools in line with the SOW. (d) Describe the project implementation approach and provide the objective and approach that will be used for each implementation stage as described in the SOW. (e) An initial Project Organization Chart. The Bidder must clearly describe the project organisation and the roles and responsibilities for the entire scope of the project as documented in the SOW. The Bidder shall indicate the a realistic time allocation for each of the Purchaser project roles per stage in the project. (f) Work Breakdown structure of the project that fits within the expected schedule and which contains all the activities as described in the SOW. (g) RAID Log template which describes the main Project Risks, Issues and Assumptions and their relevant mitigation measures in place. (h) Management Controls: <ul style="list-style-type: none"> · Bidders must describe how they will handle and manage changing priorities within an Agile project environment so they meet new requirements if they arise. · Bidders must describe how they will track the performance of the project and must provide examples from previous implementations that show their excellence. · Bidders must describe the methods they will use to ensure project coordination, identification and control of risks and communication and implementation of risk mitigation and issue resolution. Proof that the relevant risk mitigation measures are in place. · If applicable, the Bidder must describe the management methodology used to manage any Subcontractors. Examples from previous implementation projects are recommended to illustrate the Bidder’s experience with Subcontractors. 	<p>Book I, §3.4.6 SOW §2 SOW §4.2</p>
<p>Business Change Management Plan</p> <ol style="list-style-type: none"> 1. Bidders must describe their Business change management approach and activities involved. 2. Provide templates that will need to be used by each project stage. 3. The Bidder must detail the benefits and limitations of the proposed approach and provide lessons learned from implementations of a similar size of users (3500) and complexity which used this approach. 	<p>Book I, §3.4.7 SOW §1.8.4 SOW §3.8</p>
<p>Bidder Qualifications</p> <p>The Bidder shall have provided their Qualifications with particular emphasis on recent similar and relevant experience – within the last 8 years:</p> <ol style="list-style-type: none"> 1. the number of Oracle HCM Cloud deployed / delivered / supported (5 or more), 2. the number of user(s) of the system (3000 users or more), 3. the start date and end date of the Contract (Project duration was more than 1 year), 4. the purchaser(s) of the system (if releasable), 5. a verification point of contact (if releasable). 	<p>Book I, §3.4.8 SOW §5</p>

<p>Key Personnel Qualifications</p> <p>1. The Bidder shall have provided the Qualifications of their Key Personnel according to the description in Annex H and emphasis on recent experience – within the last 5 years – which demonstrates that they meet all the essential qualifications specified in the SOW.</p> <p>(a) Expertise in the proposed Oracle HCM Cloud COTS implementation and/ or prove of Oracle Certification meeting the criteria as described in SOW §5.3,</p> <p>(b) Be nationals of a NATO member country,</p> <p>(c) Possess a proficiency in English equivalent to or higher than the NATO Standardized Level Profile 3, 3, 3, 3 (i.e., Listening, Speaking, Reading, and Writing skills must be good) as set in NATO STANAG 6001,</p> <p>(d) Be available to work on site in Europe (primarily Belgium and The Netherlands) as required for the performance of the contract.</p> <p>2. The Purchaser reserves the right to conduct interviews with the Contractor Project Manager, Functional Lead and the Solution Architect during the evaluation to assess if they meet or exceed the required skillsets and experience as described in the SOW §5.3 (see Book I ANNEX F).</p>	<p>Book I, §3.4.9 Book I, Annex F Book I, Annex H SOW §2.3 SOW §5.3</p>
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Table 2 – Criteria for Technical Evaluation

ANNEX A – BIDDING SHEETS

[Provided under separate MS Excel File:
*“01-RFQ-CO-115486-EBA R3-Book I-Bidding
Instructions_FINAL”*]

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 rows in the bidding sheets for that CLIN as there are currencies. Explanation & detailed instructions for multi-currency bids are also available with example directly in the Annex A “Bidding Sheets”.
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. CLIN 3 and 4, WP3 and WP4 (Option-Evaluated), requires the Bidder to identify and firm fix price any and all “Should Have” and “Could 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” or “Could” 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 implementation requires four (4) customisations for “Should” or “Could” Have User Stories.

CLIN	Description	SOW Reference	Required Completion Date	Quantity	Unit Price	Total Firm	Option Exercise
------	-------------	---------------	--------------------------	----------	------------	------------	-----------------

						Fixed Price	Validity Period
Declare Currency =>						Euro (EUR)	
3	WP3 (OPTION-EVALUATED) - Customized "Should/ Could Have" Requirements	Annex B & G	FSA	See below			
3.1	AL-MA-82	Annex B & G	FSA	1	2.000.00	2.000.00	From PK through PMR
3.1	OVT-RO-22	Annex B & G	FSA	1	4.000.00	4.000.00	From PK through PMR
3.1	HRH-MW-6	Annex B & G	FSA	1	1.500.00	1.500.00	From PK through PMR
3.1	PM-MC-4	Annex B & G	FSA	1	9.000.00	9.000.00	From PK through PMR
TOTAL PRICE CLIN 3						16.500.00	

9. 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.

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

11. Bidders shall not introduce any changes or deviations to the bidding Sheet as Published by the Purchaser, unless otherwise specified in these Bidding Instructions.

12. Bidders shall fill the "Material" tab of the Bidding Sheets (Book I Annex A) for any Software Component other than Oracle HCM Cloud (e.g. the integration software).

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 RFQ.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(insert Company Name)
has read and fully understands the requirements of this RFQ 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 RFQ AMENDMENTS

I confirm that the following Amendments to RFQ-CO-115486-EBA R3 have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt
[Bidder list all amendments here]		

.....
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 (*Bidder complete, if any or indicate “N/A”*). 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 (*Bidder 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 RFQ.
- 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 RFQ. 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 RFQ.

.....
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 below:

.....

.....

.....

.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF ISO 9001:2015 COMPLIANCE

I hereby certify that *(insert Company Name)* is fully compliant with the 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-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 16.2 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 RFQs, and contract provisions.

ANNEX C-14

**CONTRACTOR AND SUB-CONTRACTOR NON-COTS
BACKGROUND IPR**

The Contractor and Sub-Contractor Non-COTS Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION
<i>[Bidder list IPR or indicate "None"]</i>	

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 the Prospective Contract (Book II) Special Provisions.

ANNEX C-15

LIST OF NON-COTS 3rd PARTY IPR

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

ITEM	DESCRIPTION
[Bidder list IPR or indicate "None"]	

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 (Book II) Special Provisions.

ANNEX D – CROSS-REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, 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
§3.4.4, Annex G	§1.8.2, Annex A Annex B	<p>Compliance with Requirements</p> <ul style="list-style-type: none"> · The Bidder shall deliver the Requirements Traceability Matrix (RTM) (see Annex G) providing a response for all User Stories and Non-Functional requirements covered in SOW Annexes A&B. · The RTM (both Functional and non-functional tabs) shall include a “complexity” value for each User Story using story points with the following scale of sizing: 1,2,4,8,16. · The RTM shall clearly indicate how each User Story and Non-functional requirement is going to be fulfilled (e.g. out-of-the-box with COTS, customisation or PaaS Integration). Bidders must describe the specific workarounds and/or customisations that will be required in order to satisfy the requirement. Bidders must bear in mind that the Purchaser has as an objective reducing the number of extensions to an absolutely necessary minimum. · Bidders must provide Comments in the Requirements Traceability Matrix (RTM) (see Annex G) when they intend to do a customization or PaaS Integration in order to satisfy the User Stories and Non-Functional requirements covered in SOW Annexes A&B. 	<i>Bidder to complete</i>
§3.4.5	§3.3.8 §3.3.9 §3.7 Annex A,B, J K	(a) The Bidder shall have provided an initial CIS Description using 7k_CO-115486-EBA R3 - Book II - SOW - Annex J - Cloud-Based CIS Description Template. The proposed Architecture shall be consistent with the solution declared in the Requirements	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		<p>Traceability Matrix and coherent as an architecture including all components which are integrated with HCM Cloud.</p> <p>(b) The bidder shall provide an overview of the Oracle HCM Cloud instances / environments which are required to satisfy the functional and non-functional requirements specified in ANNEX A and B. The bidder shall indicate the number of SaaS HCM instances and integration software connections and when these will be needed throughout the project. The number of instances for SaaS HCM shall range between 2 and 5. The number of Integration Software connections shall range between 1 and 4.</p> <p>(c) In the Solution Integration, the Bidder shall describe how the Bidder shall deliver a data integration mechanism, continuous real-time if possible, to efficiently move volumes of data from on premise to the cloud.</p> <p>(d) The bidder shall describe in the initial Data Migration Strategy the activities and approach on how the existing Data is collected, converted and imported into Oracle HCM Cloud. The Bidder must describe the methodology used to ensure the quality and completeness of the executed data migrations (see Section 3.7 of Book II SOW) including any tools required/used to support the methodology. The Bidder must describe any third party tools that will be used during the migration activities.</p>	
§3.4.6	§2.8	<p>Project Management Plan The Bidder shall have provide a PMP that satisfies the requirements mentioned in §3.4.10:</p> <p>(a) Master schedule that fits within the expected schedule and which contains all the activities as described in the SOW.</p> <p>(b) The Bidder shall have provided a PMP which is compliant with the delivery and completion time constraints specified in the SOW and assuming that all functional requirements have be implemented.</p> <p>(c) Description of the overall project management approach and tools in line with the SOW.</p> <p>(d) Describe the project implementation approach and provide the</p>	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		<p>objective and approach that will be used for each implementation stage as described in the SOW.</p> <p>(e) An initial Project Organization Chart. The Bidder must clearly describe the project organisation and the roles and responsibilities for the entire scope of the project as documented in the SOW. The Bidder shall indicate the a realistic time allocation for each of the Purchaser project roles per stage in the project.</p> <p>(f) Work Breakdown structure of the project that fits within the expected schedule and which contains all the activities as described in the SOW.</p> <p>(g) RAID Log template which describes the main Project Risks, Issues and Assumptions and their relevant mitigation measures in place.</p> <p>(h) Management Controls:</p> <ul style="list-style-type: none"> · Bidders must describe how they will handle and manage changing priorities within an Agile project environment so they meet new requirements if they arise. · Bidders must describe how they will track the performance of the project and must provide examples from previous implementations that show their excellence. · Bidders must describe the methods they will use to ensure project coordination, identification and control of risks and communication and implementation of risk mitigation and issue resolution. Proof that the relevant risk mitigation measures are in place. · If applicable, the Bidder must describe the management methodology used to manage any Subcontractors. Examples from previous implementation projects are recommended to illustrate the Bidder's experience with Subcontractors. 	
§3.4.7	§1.8.4 §3.8	<p>Business Change Management Plan</p> <ol style="list-style-type: none"> 1. Bidders must describe their Business change management approach and activities involved. 2. Provide templates that will need to be used by each project stage. 	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		3. The Bidder must detail the benefits and limitations of the proposed approach and provide lessons learned from implementations of a similar size of users (3500) and complexity which used this approach.	
§3.4.8	§5	<p>Bidder Qualifications</p> <p>The Bidder shall have provided their Qualifications with particular emphasis on recent similar and relevant experience – within the last 8 years:</p> <ol style="list-style-type: none"> 1. the number of Oracle HCM Cloud deployed / delivered / supported (5 or more), 2. the number of user(s) of the system (3000 users or more), 3. the start date and end date of the Contract (Project duration was more than 1 year), 4. the purchaser(s) of the system (if releasable), 5. a verification point of contact (if releasable). 	<i>Bidder to complete</i>
§3.4.9 Annex F Annex H	§5	<p>Key Personnel Qualifications</p> <ol style="list-style-type: none"> 1. The Bidder shall have provided the Qualifications of their Key Personnel according to the description in Annex H and emphasis on recent experience – within the last 5 years – which demonstrates that they meet all the essential qualifications specified in the SOW. <ul style="list-style-type: none"> · Expertise in the proposed Oracle HCM Cloud COTS implementation and/ or prove of Oracle Certification meeting the criteria as described in SOW §5.3, · Be nationals of a NATO member country, · Possess a proficiency in English equivalent to or higher than the NATO Standardized Level Profile 3, 3, 3, 3 (i.e., Listening, Speaking, Reading, and Writing skills must be good) as set in NATO STANAG 6001, · Be available to work on site in Europe (primarily Belgium and The 	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		<p>Netherlands) as required for the performance of the contract.</p> <p>2. The Purchaser reserves the right to conduct interviews with the Contractor Project Manager, Functional Lead and the Solution Architect during the evaluation to assess if they meet or exceed the required skillsets and experience as described in the SOW §5.3 (see ANNEX F).</p>	

ANNEX E – CLARIFICATION REQUEST FORMS

INSERT COMPANY NAME

INSERT BID SUBMISSION

DATE HERE

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

INSERT COMPANY NAME HERE

INSERT BID SUBMISSION DATE

HERE

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

INSERT COMPANY NAME

HERE

INSERT BID SUBMISSION

DATE HERE

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

ANNEX F – ANTICIPATED SCOPE AND TOPICS OF PURCHASER EVALUATION INTERVIEWS WITH BIDDER PROPOSED KEY PERSONNEL

Topics of concern	Description
Education	Including universities and/or technical colleges attended, degree(s)/certification(s) received, major field(s) of study.
Honours and Courses	Professional affiliations and qualifications, product or service certifications, awards, and honours.
Experience	Summary description of major duties and responsibilities for jobs relevant to the proposed position in the past 5 years.
Experience	Address specific information on the experience and demonstrated performance including accomplishment of continuous improvements relevant to the proposed position.
Experience	Describe specifically how your personnel's previous work experience is relevant to the project in the past 5 years.
Experience	Describe your experience with Agile teams, agile approaches such as DSDM, Scrum or Kanban.
Experience	Describe your implementation experience with the Oracle HCM Cloud/ Fusion Suite in the past 5 years.

ANNEX G – REQUIREMENTS TRACEABILITY MATRIX

The Requirements Traceability Matrix (RTM) template is provided separately as an MS Excel document (2a_NU_RFQ-CO-115486-EBA R3_Book I-Bidding-Annex G-Requirements Traceability Matrix FINAL.xlsx)

ANNEX H – KEY PERSONNEL QUALIFICATIONS

Key personnel resumes must comply with the following requirements:

- 1) Resumes submitted must show that key personnel meet the requirements established in Section 5 of the SOW.
- 2) A summary of the status of their national security clearances must be attached to these resumes.
- 3) The total size of each resume shall not exceed 4 (four) one-sided pages (without copies of clearances, certificates, and clients' statements) and must include at a minimum the following information:
 - a. First name, last name
 - b. Nationality (or nationalities)
 - c. Proposed function, or role
 - d. Dates of Employment
 - e. Employment relationship with the Bidder organisation (e.g. full time staff, temporary staff, contractor, subcontractor)
 - f. Education (including, in reverse chronological order, universities and/or technical colleges attended (with dates), degree(s)/certification(s) received, major field(s) of study);
 - g. Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, experience working in relevant public sector organisation);
 - h. A concise summary description of major duties and responsibilities for each job relevant to the proposed position. Address specific information on the experience (e.g. Agile) and demonstrated performance including accomplishment of continuous improvements relevant to the proposed position. List leadership positions, and type and number of personnel supervised.
 - i. Describe specifically how your personnel's previous work experience is relevant to this project.
 - j. Professional affiliations and qualifications, product or service certifications, awards, and honors.

RFQ-CO-115486-EBA R3



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PROSPECTIVE CONTRACT

RFQ-CO-115486-EBA R3

**PROVISION OF ENTERPRISE BUSINESS APPLICATION (EBA) -
RELEASE 3, ADVANCED HUMAN RESOURCES CAPABILITY**

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Book II – The Prospective Contract
RFQ-CO-115486-EBA R3

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NCI Agency PURCHASE ORDER	
1. Original Number __ of	2. PO Number : XXXXXXXX
3. Contract Number: CO-115486-EBA R3	4. Effective date (EDC): SEE BLOCK 17
5. Contractor: [TBD]	6. Purchaser: The General Manager NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Fax: +32(0)2 707 87.70
7. CONTRACT SCOPE: This is a Contract for the provision of <i>Enterprise Business Application (EBA) - Release 3, Advanced Human Resources Capability</i> , to be delivered in accordance with the terms and conditions specified herein.	
8. TOTAL AMOUNT OF CONTRACT : _____ Currency – Excluding VAT Firm Fixed Price	
9. PERIOD OF PERFORMANCE As stated in Schedule of Supplies and Services and Special Provisions	10. DELIVERY SITE As stated in Schedule of Supplies and Services and Special Provisions
11. CONTRACT This Contract consists of the following parts and named documents: <ul style="list-style-type: none"> a) Part I. Schedule of Supplies and Services b) Part II. Special Contract Provisions and Annexes c) Part III. Statement of Work and Annexes d) NCI Agency Basic Ordering Agreement General Provisions and Appendix 1, of the Basic Ordering Agreement NCIA/BOA/XXXXX XX Month 20xx, incorporated herein by reference. e) Contractor’s proposal dated XX Month 2022 and subsequent clarifications, incorporated herein by reference. f) In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, the order of priority specified in Clause 2 of Part II shall apply. 	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

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**PROVISION OF ENTERPRISE BUSINESS APPLICATION (EBA) -
RELEASE 3, ADVANCED HUMAN RESOURCES CAPABILITY**

**PART I - CONTRACT SCHEDULES OF SUPPLIES AND
SERVICES**

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CO-115486-EBA R3 CLIN Summary
BASE CONTRACT
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CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory in zero costs lines)
Declare Currency =>										
1	WP1 (BASE-EVALUATED) - Phase 1	1.9.1		See below	See below	See below	See below			
1.1	Discovery Stage	3.2	PMR= P1KO + 2Months	Website	Online	Lot	1	-	-	
1.1.1	Create Product Backlog	Annex A	PMR= P1KO + 2Months	Website	Online	Lot	1	-	-	
1.1.2	Achieve Project Management Review (PMR) Milestone	4.4	PMR= P1KO + 2Months	Website	Online	Lot	1	-	-	
1.2	Base Configuration stage	3.3	P1KO to AR	Website	Online	Lot	1	-	-	
1.2.1	Deploy integrated Development Environment(s)	3.3.6	AR= P1KO + 6months	Website	Online	Lot	1	-	-	
1.2.2	Deploy integrated Production Environment	3.3.7	AR= P1KO + 6months	Website	Online	Lot	1	-	-	
1.2.3	Configure Integration Software and integrate with Oracle E-Business Suite	3.3.9	AR= P1KO + 6months	Website	Online	Lot	1	-	-	
1.2.4	Achieve Architecture Review (AR) Milestone	4.5	AR= P1KO + 6months	Website	Online	Lot	1	-	-	
1.3	Achieve Security Accreditation (SA) Milestone	4.6	SA= (P1KO + 12 months)	Website	Online	Lot	1	-	-	
1.4	Implement Performance Management Part 1 (Manage Talent Profiles)	3.5, 4.1, 4.8	PSA1= P1KO + 8 months	Website	Online	Lot	1	-	-	
1.5	Implement Absence Management	3.5, 4.1, 4.8	PSA2= P1KO + 12 months	Website	Online	Lot	1	-	-	
1.6	Implement Overtime Management	3.5, 4.1, 4.8	PSA3= P1KO + 12 months	Website	Online	Lot	1	-	-	
1.7	1 Year Warranty on Phase 1	3.9.2	FSA1 + 12 Months	Website	Online	Lot	1	-	-	
TOTAL PRICE CLIN 1										-
Total Firm Fixed Price- Base Contract										-

EVALUATED OPTIONS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory in zero costs lines)
Declare Currency =>										
2	WP2 (OPTION-EVALUATED) - Phase 2	1.9.2		See below	See below	See below	See below			
2.1	Implement Performance Management Part 2	3.5, 4.1, 4.8	PSA4= Option exercise + 11 Mo	Website	Online	Lot	1	-	-	
2.2	Implement Ask HR all out-of-the-box Requirements	3.5, 4.1, 4.8	PSA5= Option exercise + 11 Mo	Website	Online	Lot	1	-	-	
2.3	Implement Ask HR Customized "Must" Have Requirements	3.5, 4.1, 4.8	PSA5= Option exercise + 11 Mo	Website	Online	Lot	1	-	-	
2.4	5 Months O&M Support Post Phase 2	3.5.9	FSA2 + 5 Mo	Website	Online	Lot	1	-	-	
2.5	1 Year Warranty on Phase 2	3.9.2	FSA2 + 12 Mo	Website	Online	Lot	1	-	-	
TOTAL PRICE CLIN 2										-
3	WP3 (OPTION-EVALUATED) - Customized "Should/ Could Have" Requirements	1.9.3		See below	See below	See below	See below			
3.1	Customized "Should/ Could Have" Requirement ID ###-##-## (e.g. AL-MA-82)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.2	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.3	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.4	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.5	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.6	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.7	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.8	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.9	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.10	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
3.11	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
TOTAL PRICE CLIN 3										-
4	WP4 (OPTION-EVALUATED) - Learning Management	1.9.4		See below	See below	See below	See below			
4.1	Implement Learning Management	3.5, 4.1, 4.8	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
4.2	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
4.3	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
4.4	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
4.5	Customized "Should/ Could Have" Requirement ID ###-##-## (Bidder to complete)	Annex A & G	TBN @ Option Exercise	Website	Online	Lot	1	-	-	
TOTAL PRICE CLIN 4										-
5	WP5 (OPTION-EVALUATED) - Licenses and Operations & Maintenance Support for Integration Software	1.9.5		See below	See below	See below	See below			
5.1	Procurement and installation of Integration SW licenses	1.9.5	AR	Website	Online	Lot	1	-	-	
TOTAL PRICE CLIN 5										-
Total Firm Fixed Bid Price - Evaluated Options										-

NON EVALUATED OPTIONS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory in zero costs lines)
Declare Currency =>										
6	WP6 (OPTION- Non- EVALUATED) - Operations and Maintenance Support for HCM Cloud	3.9.5		See below	See below	See below	See below			
6.1	1st Year Operations & Maintenance Support	3.9.5	Option exercise + 1 year	Website	Online	Lot	1	-	-	
6.2	2nd Year Operations & Maintenance Support	3.9.5	Option exercise + 1 year	Website	Online	Lot	1	-	-	
6.3	3rd Year Operations & Maintenance Support	3.9.5	Option exercise + 1 year	Website	Online	Lot	1	-	-	

TOTAL PRICE CLIN 6										-
7	WP7 (OPTION-Non-EVALUATED) - Operations & Maintenance Support for Integration Software	1.9.6		See below	See below	See below	See below			
7.1	1st Year Operations & Maintenance Support	1.9.6	AR	Website	Online	Lot	1	-	-	
7.2	2nd Year Maintenance Licenses	1.9.6	AR+1 yr	Website	Online	Lot	1	-	-	Optional Comments (Mandatory for zero costs lines)
7.3	2nd Year Operations & Maintenance Support	1.9.6	AR+1 yr to AR+2 yr	Website	Electronic	Lot	1	-	-	
7.4	3rd Year Maintenance Licenses	1.9.6	AR+2 yr	Website	Online	Lot	1	-	-	
7.5	3rd Year Operations & Maintenance Support	1.9.6	AR+2 yr to AR+3 yr	Website	Electronic	Lot	1	-	-	
7.6	4th Year Maintenance Licenses	1.9.6	AR+3 yr	Website	Online	Lot	1	-	-	
7.7	4th Year Operations & Maintenance Support	1.9.6	AR+3 yr to AR+4 yr	Website	Electronic	Lot	1	-	-	
7.8	5th Year Maintenance Licenses	1.9.6	AR+4 yr	Website	Online	Lot	1	-	-	
7.9	5th Year Operations & Maintenance Support	1.9.6	AR+4 yr to AR+5 yr	Website	Electronic	Lot	1	-	-	
TOTAL PRICE CLIN 7										-
Total Firm Fixed Price - Non Evaluated Options										-

* To be negotiated

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ID	Milestone
AR	Architecture Review
EDC	Effective Date of Contract
FSA1	Final System Acceptance 1
FSA2	Final System Acceptance 2
PE	Project End
PMR	Project Management Review
PSA1	Partial System Acceptance 1
PSA2	Partial System Acceptance 2
PSA3	Partial System Acceptance 3
PSA4	Partial System Acceptance 4
PSA5	Partial System Acceptance 5
PSA6	Partial System Acceptance 6
P1KO	Phase 1 Kick-off
P2KO	Phase 2 Kick-off
SA	Security Accreditation

* To be negotiated

Required Completion Date
P1KO + 6 Mo
P1KO - 2 weeks
P1KO + 12 Mo
P2KO + 11 Mo
P1KO + 28 Mo
P1KO + 2 Mo
P1KO + 8 Mo
P1KO + 12 Mo
P1KO + 12 Mo
TBN* @ Option Exercise
TBN* @ Option Exercise
TBN* @ Option Exercise
EDC + 2 weeks
TBN* @ Option Exercise
P1KO + 8 Mo

Contract Milestone - Upon Purchaser Acceptance														
	CLIN 1.1	CLIN 1.2	CLIN 1.3	CLIN 1.4	CLIN 1.5	CLIN 1.6	CLIN 1.7	CLIN 2.1	CLIN 2.2	CLIN 2.3	CLIN 2.4	CLIN 2.5	CLIN 3	CLIN 4
PMR	100%													
AR		100%												
PSA1				75%										
PSA2					75%									
PSA3						75%		75%						
FSA1				20%	20%	20%								
PSA4														
PSA5									75%	75%				
PSA6														75%
SA			100%											
FSA2								20%	20%	20%			100%	20%
FSA2+ 5Mo											95%			
FSA1+1year				5%	5%	5%	100%							
FSA2+1year								5%	5%	5%	5%	100%		5%
AR+1year														
AR+2year														
AR+3year														
AR+4year														
AR+5year														
PE + 1year														
PE + 2year														
PE + 3year														
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%



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**PROVISION OF ENTERPRISE BUSINESS APPLICATION
(EBA) - RELEASE 3, ADVANCED HUMAN RESOURCES
CAPABILITY**

RFQ-CO-115486-EBA R3

BOOK II - PART II

CONTRACT SPECIAL PROVISIONS

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1. DEFINITIONS

- 1.1 For the purpose of this contract and unless otherwise explicitly indicated, the following definitions shall apply:
- 1.2 **Acceptance:** The act of an authorized representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Works 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.
- 1.3 **Basic Ordering Agreement (BOA):** Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.
- 1.4 **Contracting Authority:** The General Manager of the NCI Agency, the Director of Acquisition of the NCI Agency, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 1.5 **Contractor:** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 1.6 **General Provisions:** Means the General Provisions contained in the Contractor's BOA.
- 1.7 **Purchaser:** NCI Agency, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties.

2. SCOPE

- 2.1 The scope of work is limited to the implementation and integration of a comprehensive Advanced HR solution, i.e. an Oracle HCM Cloud solution that can deliver both Absence, Overtime, Performance, workforce and Learning Management, Ask HR capabilities and is fully integrated with the Agency's Oracle E-Business Suite (Oracle EBS).

3. PARTICIPATING COUNTRIES

- 3.1 The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA,

SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

- 3.2 The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any participating NATO Nation. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries, as per NATO policy.
- 3.3 The Contractor shall notify in writing to the Purchaser immediately upon being informed of any change in the nationality of its Subcontractor(s) which would prevent the Contractor from further complying with Clause 3.3 above. Upon receipt of this information from the Contractor, the Purchaser may, within three months from this notification, require the Contractor to find an alternate subcontractor, complying with the requirements set out in Clause 3.3 above.
- 3.4 Unless authorized by NATO Policy, no material or items of equipment down to and including identifiable sub-assemblies delivered under this Contract shall be manufactured or assembled by a firm other than from and within a participating country.
- 3.5 The Intellectual Property Rights to all designed documentation and system operating software shall reside in participating 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 community.

4. CONTRACT ADMINISTRATION

- 4.1 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.
- 4.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 4.3 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.
- 4.4 Informal notices and informal communication for normal project management may be exchanged by any other means, including telephone.
- 4.5 All notices and communication shall be effective upon receipt.
- 4.6 Official Points of Contact are:

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:

5. SECURITY

- 5.1 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.
- 5.2 The security classification of this contract is “NATO UNCLASSIFIED”.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

- 5.7 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".
- 5.8 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.

6. INTELLECTUAL PROPERTY

- 6.1 With regards to non-Commercial Off-The-Shelf (COTS) work undertaken under this contract:
- 6.1.1 Subject to the rights of Third Parties, all rights arising out of the results of non-Commercial Off-The-Shelf (COTS) work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any and all technical data specifications, reports, drawings, computer software data, computer programmes, computer databases, computer software, computer source code, documentation including software documentation, design data, specifications, instructions, test procedures, training material, produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall from its creation vest in and be the sole and exclusive property of the Purchaser in both object and source code.
- 6.1.2 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 Advanced HR system.
- 6.1.3 Any use of Background IPR as stated in Annex A and Annex B of these 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.
- 6.1.4 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. The use of Background IPR as stated in Annex

A and Annex B of these 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.

7. INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES

- 7.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.
- 7.2 The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organisations.
- 7.3 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- 7.3.1 The royalties excluded from his price for patent utilised under the agreements mentioned in the Para 7.3 above;
- 7.3.2 The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

8. ROLES AND RESPONSIBILITIES IN AGILE/SCRUM PROCUREMENT

- 8.1 The Purchaser and Contractor will work collaboratively using roles and elements of agile/Scrum development to execute the project and achieve all stated requirements using the methodology described in the Contract Statement of Work.
- 8.2 Agile development is a software development approach based on iterative development, early and frequent inspection, and incremental deliveries in which user stories and solutions evolve through collaboration in cross-functional teams and through continuous stakeholder feedback.

- 8.3 Neither the Purchaser's Project Manager, nor the Integrated Project Management Team or any other NATO personnel, other than the Purchaser's Contracting Authority, is authorized to make changes to any part of the Contract.
- 8.4 The Purchaser's Project Manager may provide guidance and direction to the Contractor related to the methodology, planning, review, integration and prioritization of requirements as detailed in the Contract Statement of Work, Section 2 "Project Management" and Section 3 "Technical".

9. INDEMNITY

- 9.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Supplies and Services under this Contract, including the provisions set out in Clause 22, "Patent and Copyright Indemnification" of the BOA General Provisions.
- 9.2 The parties will indemnify each other against claims made against the other by their own personnel, and their Subcontractor/Subcontractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 9.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Clause may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 9.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.
- 9.5 This indemnification applies only to the extent that the claim is not compensated for by insurance or otherwise.

10. KEY PERSONNEL AND CONTRACTOR TEAM ADEQUACY

- 10.1 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 Technical Lead (CTL)	[TBD]
Contractor Functional Lead (CFL)	[TBD]

- 10.2 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.
- 10.3 If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in 10.2 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 19 – “Termination for Default” of the Contract BOA General Provisions for redress of the situation.
- 10.4 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.
- 10.5 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.
- 10.6 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.

10.7 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 10.1, 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 Clause 19 (“Termination for Default”) of the BOA General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in Clause 18, “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.

11. OWNERSHIP AND TITLE

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

12. ORDER OF PRECEDENCE

- 12.1 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 as follows:
- a. The Signature Page
 - b. The Contract Schedules
 - c. These Contract Special Provisions
 - d. Basic Ordering Agreement NCIA/BOA/XXXXX dated XX Month 20XX, incorporated by reference
 - e. The Statement of Work
 - f. The Annexes to the Statement of Work

13. ACCEPTANCE PROCEDURES – AGILE DEVELOPMENT

13.1 “Acceptance” is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that the milestones are achieved in accordance with the criteria at Section 4.2 of the Statement of Work, and that Contract Deliverables are complete or have been performed according to the requirements set forth.

13.2 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 in both test plans, test cases, test data and test execution reports 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.

- 13.3 Purchaser review and acceptance procedures specific to contract documentation to be submitted by the Contractor are as described in Section 4 of the Statement of Work, “Project Milestones”.

14. INVOICES AND PAYMENT

- 14.1 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

- 14.2 The Contractor shall be entitled to submit invoices as shown in the “*Milestones and Payment*” Tab in the Schedule of Supplies and Services.

- 14.3 Evidence of the acceptance by the Purchaser shall be attached to all invoices.

- 14.4 The Purchaser is released from paying any interest to the Contractor resulting from any reason whatsoever.

- 14.5 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:

14.5.1 Contract number CO-115486-EBA R3

14.5.2 Purchase Order numbers: [TBD];

14.5.3 Contract Amendment number (if any);

14.5.4 The contract milestone successfully completed and the corresponding Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services

14.5.5 Bank Account details for international wire transfers.

- 14.6 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

- 14.7 Invoices referencing “CO-115486-EBA R3/ 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.

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

15. FORCE MAJEURE

- 15.1 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, 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.

16. INDEPENDENT CONTRACTOR

- 16.1 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.
- 16.2 It is the sole responsibility of the Contractor to ensure their employees, subcontractors, and any other person assigned for the implementation of this contract are acting in full accordance with applicable national law, to include without limitation work permits, residence permits, tax and social legislation obligations, driving permits, etc. Contractor shall provide evidence to the Purchaser within 60 days of contract award of compliance with these requirements (e.g. work permits, LIMOSA, ...). Contractor staff performing under this Contract are not eligible for any privileges & immunities or NATO employee benefits.

17. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 17.1 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;
- 17.2 The Contractor shall be bound by the stated labour rates for the entire duration of this Contract.

18. LIQUIDATED DAMAGES

- 18.1 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.
- 18.2 In addition, the Purchaser may terminate this Contract in whole or in part, as provided in Clause 19 – "Termination for Default" of the BOA General Provisions and in that event the Contractor shall be liable to pay the excess costs as provided in Para 19.2 of that Clause.
- 18.3 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 Para 19.3 of Clause 19 ("Termination for Default") of the BOA 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.
- 18.4 Liquidated damages under 18.1 shall be payable to the Purchaser from first day of delinquency and shall accrue at the rate specified in Para 18.2 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 18.2 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.

- 18.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- 18.5.1 By deducting such damages from the amounts due to the Contractor against the Contractor's invoices;
- 18.5.2 By proceeding against any surety;
- 18.5.3 By reclaiming such damages through appropriate legal remedies.
- 18.6 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.
- 18.7 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.

19. WARRANTY

- 19.1 The warranty is separate and distinct from the HyperCare events and starts at the acceptance of FSA1 and FSA2. These periods will each span twelve (12) months.
- 19.2 The Contractor shall warrant that all services, Software, 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 this 12 months period.
- 19.3 The Contractor shall also provide 12 months warranty on all Non-COTS deliverables (i.e. Customisations) in the scope the project. To ensure continuous operational availability, the Contractor shall fix any deficiency or failure with highest priority and set timelines within this period.
- 19.4 The Contractor shall use commercially reasonable measures to screen the System extensions and custom programs to avoid introducing any virus or other destructive programming that are designed (a) to permit unauthorized access by third parties to the software installed on the Purchaser's systems, or (b) to disable or damage the Purchaser's systems. The Contractor warrants that the stated System extensions and custom programs will not contain any code or other device that would have the effect of disabling or otherwise shutting down all or any portion of the System. If any such code or device exists in the System, the

Contractor shall not invoke such code or other device at any time, including upon expiration or termination of the Contract for any reason.

- 19.5 The Contractor warrants that all services provided to the Purchaser under this Contract will be performed in a competent manner and using industry best practices (see SOW References A, B and C in SOW Annex M).
- 19.6 The Contractor warrants that the Systems shall perform substantially in accordance with the requirements of this Contract and, solely to the extent not inconsistent, the relevant System design documentation.
- 19.7 The Contractor shall correct all Warranty Period Incidents arising during the Warranty Period without cost to the Purchaser.
- 19.8 The Contractor shall deploy all such additional resources as are reasonably required to remedy any Warranty Period Incident as efficiently and quickly as possible.
- 19.9 The application of any fixes under Warranty shall require the Contractor's collaboration with the Purchaser's Support team.

20. SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

- 20.1 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 19 (Termination for Default) of the Contract BOA General Provisions.
- 20.2 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.

21. CONFLICT OF INTEREST

- 21.1 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.
- 21.2 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.
- 21.3 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 19 (Termination for Default) of the Contract BOA General Provisions.
- 21.4 The Contractor's notice called for in Para 22.2 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.
- 21.5 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.
- 21.6 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.

- 21.7 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

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. Such Contractor work with third parties is inherent in the existing contract scope and the structure of the overall project implementation.
- 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. TECHNICAL DIRECTION

- 23.1 The Contract will be administered by the Purchaser in accordance with the Clause 4 of these Contract Special Provisions entitled "Contract Administration".
- 23.2 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.
- 23.3 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.

- 23.4 Neither the Purchaser's Project Manager as identified in Clause 4 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.
- 23.5 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.

24. NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS

24.1 Definitions. As used in this clause:

24.1.1 "*Resource Committees*" means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.

24.1.2 "*Mandated Third Party Audits*" means audits mandated by a resource committee.

24.1.3 "*Third Party Auditor*" means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.

24.1.4 "Sensitive information" means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.

- 24.2 The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received - (1) within or in connection with your bid, quotation or offer; or, (2) in the performance of or in connection with this contract.
- 24.3 Flowdown. Include the substance of this clause, including this paragraph, in all subcontracts, including subcontracts for commercial items.

25. PURCHASER OPTIONS

- 25.1 The Purchaser, at his sole and exclusive discretion, shall have the right to exercise multiple times any or all of the Options so identified in Part I Schedule of Supplies and Services, in whole or in part, at the prices and terms and conditions listed in this contract, for the duration of the contract period plus (1) year after final completion. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services at such times and to such destinations as instructed by the Purchaser.
- 25.2 The Contractor understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (in whole or in part). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

ANNEX A. CONTRACTOR AND SUBCONTRACTOR NON-COTS BACKGROUND IPR

a. The Contractor and Subcontractor 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 and Subcontractor Non-COTS 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 Background IPR stated above complies with the terms specified in these 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 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 –Third Party Non-COTS 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 Third Party IPR stated above complies with the terms specified in these Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

ANNEX C. PURCHASER FURNISHED PROPERTY

a. Introduction

This Annex C contains a summary of the Purchaser Furnished Property (PFP) made available to the Contractor for the execution of the Contract.

b. Purchaser Furnished Property

The table below list the PFPs with a reference to the relevant section(s) of the SOW.

PFP	SOW section	Provided NLT	Provided until
Virtual Development environment(s) with Oracle HCM Cloud Developments and Production instance including the following Oracle Cloud Services: <ul style="list-style-type: none"> • B75365 - Oracle Fusion Time and Labor Cloud Service; • B87388 - Oracle Fusion Human Resource Help Desk Cloud Service; • B88872 - Oracle Policy Automation for Workers Cloud Service; • B91637 - Oracle Digital Assistant for Fusion HCM Cloud Service; • B88206 - Oracle PaaS and IaaS Universal Credits; 	3.3.6 and 3.3.7	Project Kick-Off (PK)	End of Contract

<ul style="list-style-type: none"> • B85800 - Oracle Fusion HCM Base Cloud Service; • B91066 - Oracle Fusion Talent Management and Workforce Compensation Cloud Service; • B85242 - Oracle Fusion Learning Cloud Service. 			
Integration Software installed on Premise (Contract OPTION or as PFP)	3.3.9	Project Kick-Off (PK)	End of Contract
Purchaser furnished NCIA laptops (REACH) for Contractor personnel having an implementation role as approved by the Purchaser.	2.7.2	Project Kick-Off (PK) + 30 days.	End of Contract

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BOOK II

PART III

STATEMENT OF WORK (SOW)

FOR

**Enterprise Business Applications (EBA)
Release 3 – Advanced HR Capability**

March 2022

Authorisation/Serial No.: AC/4-DS(2021)0023
Project Serial No.: 2013/5VA0399

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1. INTRODUCTION

1.1. Introduction to EBA Release 3

1.1.1. “Advanced HR Capabilities” Release 3 (R3), is part of the Enterprise Business Applications (EBA) Programme, originally authorized by NATO authorities at AC/4-DS(2016)0019 and AC/4-DS(2021)0023. Release 1 provided the foundation of HR Core capability within the Programme. Now, Release 3, is enhancing the HR Core into a consolidated platform to support the Agency’s personnel activities. This Release is considered as one of the key success factors to achieve the stated objectives in the Transition Programme and will elevate the NCI Agency’s ability to engage, retain and develop its staff whilst modernising HR administrative working practices.

1.2. Background/Context

1.2.1. The requirement is to enhance the Human Resources capabilities within the areas of performance management, behavioural and technical learning, absence and overtime management, and HR support processes to our staff (Ask HR) by building upon EBA Release 1. This is in line with the EBA programme’s strategic goal:

- To deliver a core set of business capabilities that will enable the Purchaser, the NATO Communications and Information Agency (NCIA);
- To consolidate onto a unified set of business processes underpinned by a single, integrated application suite and, in doing so, allow the Purchaser to retire a number of legacy applications and cumbersome manual processes.

1.2.2. Currently, the Purchaser’s Performance Management is managed via Sum Total, a Performance management tool, configured to manage an annual performance management cycle for all agency staff, both civilian and military.

1.2.3. An interim solution provided by Lexonis Talentscape was implemented to help develop job descriptions, job competencies and capture staff skills for workforce planning purposes. There is currently no link between deficiencies in a staff members skills and the technical training programmes provided by The NCIA Academy or their performance evaluation/development plans. In addition, currently, there is no integrated talent profile to combine employee information into a single process, or give managers indications of the skills and performance of their team.

1.2.4. The Purchaser manages approximately 50 various workflows or processes related to staff administration. These are ranging from simple processes such as change of personal data, to more complex workflows requiring approval processes and outputting to third party solutions. At present a small number are integrated in the Employee Self Service in the existing ERP System or JIRA, while the majority are offered as pdf forms requiring data entry and are communicated via email or are printed.

- 1.2.5. Currently leave administration is managed through eLeave, a legacy SharePoint tool with a workflow for Absence Management, complimented by a paper based system for Overtime management. Similar to Absence management the business rules are state in Civilian Personnel Regulations Amd 8 (Annex H).
- 1.2.6. As for Learning Management, the Agency currently has no integrated solution in place to manage all training and development of employees. It is very likely that an NATO-wide solution may be implemented in the near future, which will cover the functional requirements on Learning Management described in ANNEX A. For this reason, the work to implement this capability is designated as optional in a separate CLIN so it could be excluded from the scope at the Project Kick-off. Today Learning management processes are wide ranging across the Agency with no formal ability to report, and limited functionality to request training. The Agency annually administrates circa 3M EUR on technical training and development for its staff. Technical training is administered via The NCIA Academy, whilst the personal development of staff is delivered through a series of HR-led development frameworks. There are three development programme frameworks in place which are to be retained on an ongoing basis, but which currently rely on SharePoint as a requesting tool, and with no current capability to capture the attendance and progression on development programmes or interaction with third party tools to support development activities.

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:
- 1.3.1.1. Section 1 describes the objectives for the EBA R3 project, the objectives and scope of the contract, the Work Packages and Phases of implementation, and the overall structure for the work to be done.
- 1.3.1.2. Section 2 describes the Project Management processes to be used in running and managing the Contract.
- 1.3.1.3. Section 3 describes the Technical processes and activities to be performed to deliver the Contract scope.
- 1.3.1.4. Section 4 describes the formal Milestones, Products for each milestone and the Reviews to be conducted at these milestone events.
- 1.3.1.5. Section 5 describes the resources and labour categories or roles to be used in the implementation.
- 1.3.1.6. Section 6 describes the documentation requirements.
- 1.3.1.7. Section 7 includes the Acronyms for the SOW.
- 1.3.1.8. Annex A is a document listing the Functional requirements in the scope of the implementation.

- 1.3.1.9. Annex B is a document listing the non-functional (i.e. system and security) requirements in the scope of the implementation.
- 1.3.1.10. Annex C provides information and guidance on current architecture and constraints.
- 1.3.1.11. Annex D is a document detailing Business Use Cases to provide additional context to the Functional Requirements.
- 1.3.1.12. Annex E describes the Users and counts both internal and external of the Human Capital Management (HCM) capability.
- 1.3.1.13. Annex F describes the HR Forms for automation.
- 1.3.1.14. Annex G describes the AS-IS Business Processes.
- 1.3.1.15. Annex H describes the NATO Civilian Personnel Regulations.
- 1.3.1.16. Annex I describes the NCIA locations.
- 1.3.1.17. Annex J is the Cloud-Based Computer Information System (CIS) description template.
- 1.3.1.18. Annex K provides the Target Operating Model Template.
- 1.3.1.19. Annex L provides more details on the Test, Verification and Validation activities.
- 1.3.1.20. Annex M References describes any references used in this SOW.

1.4. **Scope of Work**

- 1.4.1. The scope of work is limited to the implementation and integration of a comprehensive Advanced HR solution, i.e. an HCM Cloud solution that can deliver both Absence, Overtime, Performance, Learning Management and Ask HR capabilities.
- 1.4.2. The scope of this project covers the personnel working in the NCI Agency, which is approximately 3500 end users and are further detailed in in Annex E.
- 1.4.3. Migrating of Master and Transactional data from legacy systems (excluding any data classified higher than NATO UNCLASSIFIED), including, but not limited to leave entitlements and balances, performance management, competency management, training course details and individual training requests/bookings to the new product and retiring the legacy systems.
- 1.4.4. The implementation consists of a hybrid Cloud integration, making use of integration software or an Integration Platform as a service (iPaaS) for data processing from the Purchaser's ERP system to Oracle HCM Cloud. If the Purchaser has an iPaaS solution in place by the time the contract is awarded, then the Contractor would need to use that one. Otherwise, the

Contractor can propose an alternate software product that is compliant with the Non-Functional requirements listed in Annex B.

1.5. **Period of Performance**

- 1.5.1. The period of performance for the implementation of Phase 1, under the Base contract, shall be no more than 12 months from the Phase 1 Kick-off (P1KO) and is completed via Purchaser confirmed Final System Acceptance 1 (FSA1).
- 1.5.2. The implementation of Optional Phase 2 is foreseen to take 11 months and will be designated as the Purchaser confirmed Final System Acceptance 2 (FSA2).
- 1.5.3. The Project ends after 5 months of Operations and Maintenance Support on all implemented requirements.
- 1.5.4. There is an option in the contract, which can be exercised to extend the Operations and Maintenance Support for up to 3 years.

1.6. **Place of Performance**

- 1.6.1. Majority of the work shall be performed offsite, through virtual collaboration and remote working, with the possible exception of workshops with specific Human Resources process owners and Milestone Meetings. These workshops are expected to be conducted at the following Agency locations: Mons, Brussels and The Hague.
- 1.6.2. In the context of national and Agency restrictions due to COVID-19, any travel or onsite work (to include workshops) at any of the Purchaser's facilities shall be subject to prior agreement by the Purchaser.

1.7. **High-level Objectives**

- 1.7.1. Work with the NCI Agency Process and Product owners (See Section 2.3.3.5 and 2.4.1) to prioritize business requirements during the discovery stage.
- 1.7.2. Migrate Transactional and Master data from legacy systems to Oracle HCM Cloud and taking into account any historical data requirements from the Purchaser (see Section 3.7).
- 1.7.3. Design, Build, and Test the HR Business Requirements iteratively based on the prioritisation and sequencing agreed by both parties. Use an Agile development and implementation approach and maintain working software in the Purchaser's Oracle Cloud Development environment, throughout the project, to be used during iterations and in testing (see Section 3.3.6).
- 1.7.4. Support the NCI Agency in its adoption of out-of-the-box and revised TO-BE business processes, bundled in a Solution BluePrint or Target Operating Model (TOM), that go hand-in-hand with the HCM Cloud solution being deployed (see Section 3.8.2 and Annex K).

- 1.7.5. Support the formal User Acceptance and Security Testing executed by the NCI Agency. The establishment and approval of the Security related documents, which are required to achieve Security accreditation of the new System Architecture.
- 1.7.6. The Contractor shall identify and establish Integration points with NCI Agency's ERP System, Oracle EBS.
- 1.7.7. After formal Purchaser approval in the Deployment readiness Review deliver training and deploy.
- 1.7.8. Provide several HyperCare periods prior to the Final System Acceptance (see Section 3.5.6 and 3.6.1.4) for Phase 1 and 2.
- 1.7.9. Provide Operations and Maintenance Support (see Section 3.6) and Warranty (See Section 3.9.2) when Phase 1 and 2 is completed.
- 1.8. **Business Transformation**
- 1.8.1. **Business Processes**
- 1.8.1.1. The Purchaser shall rely to the greatest extent possible on industry best practices and out-of-the-box business processes coming with the selected Oracle HCM solution. The HCM implementation, conducted under the Agile methodology, might change some of the AS-IS business processes in Annex G, and the Purchaser shall maintain full control of any business process changes.
- 1.8.2. **Business Requirements**
- 1.8.2.1. The Functional Requirements, structured by Process Group and processes, are captured in in Annex A of this SOW. Most of these are narrated in the form of business-oriented User Stories which can be mapped directly to the business processes.
- 1.8.2.2. Each requirement, called User Story in an Agile Environment, is assigned to one of the Six Process groups or Epics:
- Absence Management (AM);
 - Overtime Management (OVT);
 - Performance Management (PM);
 - Ask HR (AHR);
 - Learning Management (LM).
- 1.8.2.3. The technical, non-functional requirements for the HCM implementation can be found in Annex B of this SOW. These requirements provide inputs for the design of the architecture and security accreditation.
- 1.8.2.4. Each Requirement or User Story in Annex A and B is given a MoSCoW priority¹. The development of the functionality covering the User Stories or requirements shall be scheduled and prioritized in agreement with the

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

Purchaser Product Owner in the Product Backlog and shall be based on other factors such as ease of implementation, availability out-of-the-box, dependencies, etc.

- 1.8.2.5. Both functional and non-functional requirements can be elaborated and detailed during the discovery stage and in collaboration with the Contractor and Purchaser.
- 1.8.2.6. All requirements shall be tracked throughout the project in a Requirements Traceability Matrix (RTM). The matrix shall identify the traceability between the defined requirements, the Epics and Features. The RTM shall track the testing status of all testing activities (See Section 3.10.1) and of all requirements throughout the Contract execution.
- 1.8.2.7. The matrix shall be maintained in cooperation with the Purchaser and the Contractor and shall be frozen and approved by the Purchaser at the Project Management Review (PMR) Milestone.

1.8.3. **Business Goals**

- 1.8.3.1. The NCI Agency anticipates realizing substantial operational benefits from the implementation of a new HCM toolset that can be mapped to the following fundamental aspects of running the NCI Agency HCM system:
 - Increased Productivity - Being able to deliver more with the same resources;
 - Increased Efficiency - Being able to deliver with fewer resources;
 - Increased Effectiveness – Meeting and exceeding our goals.
- 1.8.3.2. It is assumed that these aspects will be implemented in an environment where constraints remain similar to those faced by the NCI Agency today. The NCI 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 Human Resources Management (HCM) services because 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 HR services to all NCI Agency' staff in one integrated tool;
 - Increased support to key aspects of NCI Agency's Strategy and Vision to attract and retain qualified staff;
 - Improved planning of recruitment efforts and support to service lines in management of the staff;
 - Support Managers with additional tool capabilities to support day-to-day management of their staff and provide reporting at all levels.
- 1.8.3.3. Improved HR data management and analytical abilities shall also provide a definitive source of concise and intuitive business intelligence to the NCI Agency and other stakeholders.

1.8.4. **Business Change Activities**

1.8.4.1. The NCI Agency is about to undergo a set of business changes with the rollout of the new HCM capability. Consequently, the implementation will go hand-in-hand with a strong organisational Change commitment from the NCI Agency.

1.8.4.2. The Contractor and the Purchaser shall support the Business Change (BC) Management for the introduction of the HCM capability. The Contractor shall develop a strategy and plan for communications and deliver trainings to support the successful business transformation required by the project (See Section 3.8).

1.9. **Work packages (WP) descriptions**

1.9.1. **WP1: Phase 1 (Base Contract) (CLIN 1)**

1.9.1.1. The Base contract or Phase 1 (CLIN1) is scheduled to end not later than 12 months after P1KO. The Contractor shall implement an initial set of User Stories and/or Business Requirements based on an iterative development hybrid Agile approach.

1.9.1.2. Before development starts, the discovery stage is organised and conducted to define the final set of requirements which will be loaded in the final Product Backlog (See Section 3.2). No new requirements can be added after this point in order to freeze the cost and schedule.

1.9.1.3. The goal of the Base Configuration Stage is to design the Architectural landscape and establish the Development and Production environments including the configuration of the Integration software, which will connect, transform, schedule and load data from and to HCM Cloud.

1.9.1.4. The Contractor shall develop and deliver the security related documents (See Section 3.4) to be used to obtain, within the first 6 months of the project, the written confirmation from the Security Accreditation Authority (i.e. The NATO Office of Security) that the risk of not being granted full accreditation or an Authority to Operate is considered as low.

1.9.1.5. The Contractor shall implement during the Construction Stage (See Section 3.5) the requirements related to Manage Talent Profiles under Performance Management, Absence and Overtime Management and shall take into account that this WP can contain the following requirements:

- “Must have” requirements, which are related to Manage Talent Profiles, Absence and Overtime, and can be implemented either Out-of-the-box or through a customisation or a PaaS Integration.
- “Could and Should have” requirements, which are related to Manage Talent Profiles, Absence and Overtime Process Group, and can be implemented out-of-the box.

1.9.1.6. One year Warranty on the implemented requirements under Phase 1 starts after completion of FSA1.

1.9.2. **WP2: Phase 2 (excl. Learning) (Option) (CLIN 2)**

- 1.9.2.1. This WP includes the implementation of the remaining Performance Management and the Ask HR related Business Requirements, which the Contractor must fully implement within 11 months after the Option, is exercised.
- 1.9.2.2. The Contractor shall include in this WP only the following requirements:
- “Must have” requirements, which are not related to the Manage Talent Profiles, Absence and Overtime, and can be implemented either Out-of-the-box or through a customisation or a PaaS Integration.
 - “Could” and “Should” have requirements, which are not related to the Manage Talent Profiles, Absence and Overtime Process Group, and can be implemented out-of-the box.
- 1.9.2.3. The Operation and Maintenance Support period of 5 Months (see Section 3.9.5) shall cover all implemented requirements in Phase 1 and 2 and shall start after the achievement of FSA2.
- 1.9.2.4. One year Warranty, on the implemented requirements under Phase 2, starts after the achievement of FSA2.
- 1.9.3. **WP3: Customised "Should/ Could Have" Requirements (Option) (CLIN 3)**
- 1.9.3.1. This optional Work Package covers the specified “should and could have” User Stories and/or Business Requirements (however excluding the ones for Learning Management) that require custom development in order to fully meet the requirements. The Purchaser may choose to exercise these requirements in whole or in part.
- 1.9.4. **WP4: Learning Management (Option) (CLIN 4)**
- 1.9.4.1. This Work Package includes the implementation of all specified “Must have” User Stories and/or Business Requirements that can be configured out-of-the-box for Learning Management.
- 1.9.4.2. The Contractor shall list separately the specified “Could” and “Should” have User Stories and/or Business Requirements for Learning Management that require custom development in order to fully meet the requirements.
- 1.9.5. **WP5: Licenses and installation for Integration Software (Option) (CLIN 5)**
- 1.9.5.1. The Purchaser may decide to exercise the Option for the procurement of licenses and installation of Integration Software, if there is no Purchaser furnished Integration Software available at the kick-off of the Project.
- 1.9.6. **WP6: Operations and Maintenance Support for HCM Cloud (Option) (CLIN 6)**
- 1.9.6.1. This optional Work Package will cover the Operations & Maintenance (O&M) for the HCM Cloud under the same work requirements as the Hypercare Step, which is described in Section 3.5.6.

1.9.7. **WP7: Operations and Maintenance Support for Integration Software (Option) (CLIN 7)**

- 1.9.7.1. The Purchaser will make its decision regarding the exercise of contract O&M Options for the Integration Software prior to the end of the previous maintenance 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.

2. PROJECT MANAGEMENT

2.1. Introduction

2.1.1. This Section outlines the Project Management Task Area for the 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.

The Purchaser does not contractually mandate a particular development approach during the Construction stage. It is however anticipates that a Hybrid Agile methodology 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 R.

2.3. Roles and Responsibilities

2.3.1. The Purchaser team will work closely together with the Contractor team. The Purchaser key-users need to be engaged from the beginning and learn the Oracle Cloud solution gradually during the implementation. This approach will ensure that the solution fits the needs of the Purchaser whilst establishing a solid knowledge transfer to the Purchaser team.

2.3.2. It is a best practice to mirror the project organization of the Purchaser and Contractor. This will ensure a close relationship with each project member at all levels within the project organisation.

2.3.3. Purchaser Team

2.3.3.1. 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 contract award. The PPM shall be supported by specialists in certain areas who may, when required, be delegated to act on the Project Manager's behalf in their area of expertise. The PPM reports to the EBA R3 Project Board (PB), which is the steering committee and the EBA Programme Board and chairs the Checkpoint Meetings.

2.3.3.2. Project Sponsor: the Project Sponsor (PS) is overlooking the team progress and/or validates if the project milestones are met. The PS is chairing the PB,

is responsible for the Business Case and monitors progress to ensure that the project remains successful from the perspective of value for money.

- 2.3.3.3. Contracting Officer: Only a Purchaser Contracting Officer (CO) may sign commercial contracts, license agreements, contract amendments, User agreements 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.
- 2.3.3.4. Technical Lead: The Purchaser Technical Lead (PTL) is a member of the Purchaser team who will 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 supporting Teams managing Oracle EBS day to day.
- 2.3.3.5. 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 HR 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.
- 2.3.3.6. 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.
- 2.3.3.7. Change and Communication Manager: Ensures the design fits with future direction of business and does the regular communications to the stakeholders.
- 2.3.3.8. Quality Manager. The Purchaser Quality Manager shall designate a qualified individual to serve as the NATO Quality Assurance Representative (NQAR) for Quality activities under this Contract (see 3.11 for the detailed roles and responsibilities). The NQAR shall be organisationally separated from the PPM for independent Quality Assurance.

2.3.4. **Contractor Team**

- 2.3.4.1. The Contractor shall provide all necessary work force 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.
- 2.3.4.2. The Contractor shall provide for each labour category or role in the Project Organization Chart a sufficient level of resources and capabilities as required for the successful performance of this contract. Section 5 of the SOW lists the skillset requirements.

- 2.3.4.3. The Purchaser may invite the Contractor Commercial Manager (see Section 2.3.4.13) and/or Contractor Project Manager (See Section 2.3.4.5) to the Project Board. The Purchaser may act as the Senior Supplier as per PRINCE2.
- 2.3.4.4. The following members of the Contractor team are Key Personnel for this project:
- 2.3.4.5. 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 Section 5 for the required skillset).
- 2.3.4.6. 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. He is responsible for the Technical Architecture and solution integration (see Section 5 for the required skillset).
- 2.3.4.7. Technical Lead. The CTL will lead the design and specification, custom software design and development (if any is required), interface design and development, report design and data migration (see Section 5 for the required skillset).
- 2.3.4.8. Functional Lead. The Contractor shall designate a Functional Lead, who will lead the configuration, business process improvement, functional solution design of the HCM Cloud solution to be delivered under the contract (see Section 5 for the required skillset).
- 2.3.4.9. The following members of the Contractor team are considered as Non-Key Personnel for this project:
- 2.3.4.10. Functional Experts. The Contractor shall designate one or more functional experts, who will do the configuration, business process improvement, and functional solution design of the HCM Cloud solution to be delivered under the contract. These experts report to the functional lead who is responsible for them through the entire project (see Section 5 for the required skillset).
- 2.3.4.11. Test Manager. The Contractor shall designate a qualified individual to serve as the Contractor Test Manager (CTM) for Testing, Verification and Validation (TV&V) activities under this Contract (see Section 5 for the required skillset). The CTM works closely with the PTM.
- 2.3.4.12. Change Manager. The Contractor shall designate a qualified individual to serve as the Contractor Change Manager (CCM) for Change activities under this Contract (see Section **Error! Reference source not found.** for the required skillset).
- 2.3.4.13. 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 and authorized to engage in contractual activities with the CO as required.

2.3.4.14. Quality Manager: The Contractor shall designate a qualified individual to serve as the Contractor Quality Manager (CQM) for Quality activities under this Contract (see Section 3.13 for the roles and responsibilities). The CQM shall be organisationally separated from the CPM for independent Quality Assurance.

2.4. **User Involvement**

2.4.1. 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.

2.4.2. Users will support the PPO to make sure the acceptance criteria for all User Stories and business requirements are properly understood, 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.

2.4.3. The Contractor shall organize and facilitate trainings for the User Community on all accepted features before formal releases to Production.

2.5. **Purchaser Furnished Property (PFP)**

2.5.1. The PFP is described in Annex C of the Book II – Contract Special Provisions.

2.6. **Coordination with Other NATO Projects**

2.6.1. The NATO CIS landscape will be under continual development by other NATO projects that are being implemented in parallel with EBA R3. These projects include the following:

- The Oracle BI Applications (OBIA) project, which might be integrated with HCM Cloud in the future. The integration with OBIA is not in scope of this contract however the Transactional and Master data shall be available in the reporting section of HCM Cloud and needs to be able to be exchanged with OBIA.
- The migration of the Oracle EBS On-Premise infrastructure to the Cloud (IaaS) after the successful rollout of EBA Release 3, is not in scope of this contract. Nevertheless the architectural design shall be built in a way that HCM Cloud may integrate with an infrastructure in the Cloud other than Oracle Cloud.

2.7. **Project Website / Portal**

2.7.1. The Purchaser manages an EBA Website / Portal (based on MS SharePoint) on the unclassified network. A part of this Website is used as the Project Website for EBA R3 HR.

- 2.7.2. The Contractor shall use the PFP Laptops issued by the Purchaser (i.e. REACH) and continuously maintain all unclassified HCM implementation project documentation on this website, as soon as it is submitted in first draft version to the Purchaser.
- 2.7.3. The Contractor shall publish and maintain on the EBA R3 HR implementation website:
- Project management information, including the Project Management Planning (PMP), the Project Management Schedule (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;
 - Oracle provided technical documentation (according to Oracle Unified Method) pertaining to the product(s) used to implement the system;
 - Other documents as directed by the CPM or the PPM.
- 2.7.4. The EBA website shall by default, not contain documents classified as higher than UNCLAS. If classified documents must be exchanged between the Purchaser and Contractor, they will use the relevant security procedures to store and baseline.
- 2.7.5. This EBA website shall be hosted on a secured internet web server accessible only to the Contractor and the NCI Agency's project team members.
- 2.8. **Project Management Planning**
- 2.8.1. The Contractor shall establish, provide and continuously maintain a PMP, which shall describe how the Contractor shall implement the totality of the project, including details of the management controls that shall be applied.
- 2.8.2. The PMP shall identify all major Contractor roles and any Sub-Contractors involved in the development of the HCM implementation and a description of the portion of the overall effort or deliverable for which they are responsible. The use of a RACI-Matrix is recommended here.
- 2.8.3. 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.
- 2.8.4. The PMP shall be sufficiently detailed before the Construction Stage starts 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 and timelines as specified in this SOW.
- 2.8.5. The PMP shall cover as a minimum the following areas:
- Project Definition
 - Objectives

- Project Scope
- Deliverables or products, with Acceptance Criteria
- Assumptions
- Dependencies
- Acceptance Criteria
- Project Approach and Guiding Principles
- Project Organisation (Diagram, Personnel and responsibilities)
- Project Management Processes
- Management Controls
- Issue Management
- Risk Management
- Change Management
- Communications Management
- Annexes
 - Project Master Schedule
 - Work Breakdown Structure
 - Product Backlog
 - RACI-Matrix
 - RAID Log
 - Communication Plan
 - Business Change Management Plan
 - Project Master Test Plan (PMTP)
 - Configuration Design Specification

2.8.6. The approval of the PMP by the Purchaser at the PMR 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.

2.8.7. The PMP is a living document, and the Contractor shall ensure that the PMP remains current throughout the duration of the Project.

2.9. **Project Master Schedule**

2.9.1. The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all Contract events and milestones, including Contract-related Purchaser events (e.g., Purchaser reviews, provision of specific Purchaser-furnished items). The PMS shall correlate with the Work Breakdown Structure (WBS) and be traceable to performance and delivery requirements of this SOW.

2.9.2. The PMS shall depict the sequence, duration, and relationship among WBS, Task orders, work packages and work items.

2.9.3. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.

- 2.9.4. The PMS shall include the delivery dates for all management deliverables (e.g., project plans, Project Status Reports), including at least the initial version and the final one.
- 2.9.5. The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.
- 2.9.6. The PMS shall be made available on the Project Website.
- 2.9.7. The Contractor shall use the Project Management software (i.e. ServiceNow) used by the Purchaser to prepare this schedule and deliver in this format. The Contractor shall be able to convert the Project file into another format if required.
- 2.9.8. The initial version of the PMS shall, upon Purchaser Acceptance, be placed under Configuration and Version Control and the Contractor shall maintain the baselined version of the PMS on the Project Website.
- 2.9.9. A high-level, summary version of the PMS depicting the Milestone dates (see Section 4) and other significant dates shall always be available for Highlight Reports and any milestone review meeting.
- 2.10. **Work Breakdown Structure**
- 2.10.1. The Contractor shall establish and maintain a detailed project WBS on the basis of the CLIN summary submitted in the Contractors bid proposal (Bidding Sheet).
- 2.10.2. The WBS shall define the major work packages and the relationship between the work packages and the final deliverable or Product.
- 2.10.3. The WBS shall describe the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 2.10.4. The Contractor shall plan work contained within the lowest-level WBS components for the Work Packages (WPs) in Contractor's scope.
- 2.10.5. The WBS shall be used as the primary framework for Contract planning and reporting to the Purchaser.
- 2.10.6. The Contractor shall not change the WBS without the approval of the Purchaser PPM.
- 2.11. **Product Backlog**
- 2.11.1. The Contractor shall establish and maintain a product-based planning during the Construction Stage which is the Agile driven delivery part of the project. The Contractor shall restructure as necessary the requirements / User Stories and map these to unique Epics and features. The Product backlog

shall be used during the sprints in the iterative developments steps (see Section 3.5).

2.12. **RAID Log**

2.12.1. The Contractor shall create and maintain a Risks, Assumptions, Issues, Decisions (RAID) Log for the project. A RAID Log is an effective project management tool that is aimed at centralizing and simplifying the collection, monitoring, and tracking of project information.

2.12.2. The Contractor shall make the RAID Log available on the Project Website.

2.12.3. The Contractor shall update and report changes in the RAID Log at Highlight Reports and all formal Milestone meetings.

2.12.4. **Risks**

2.12.4.1. The Contractor shall establish and maintain a risk management process and perform risk management throughout the period of performance of this Contract.

2.12.4.2. The Contractor shall provide objective evidence, that risks are considered during planning, including but not limited to Risk Identification, Risk analysis, Risk Control and Risk Mitigation.

2.12.4.3. In the RAID Log, the Contractor shall identify any management, technical, schedule, and cost risks.

2.12.4.4. The Contractor shall rate each risk as High, Medium, or Low, based on its probability of occurrence and its impact on cost, schedule, and quality.

2.12.4.5. The Contractor shall identify for each risk the measures being taken to mitigate any risk rated as high on any factor and assess the risk rate in case of implementation of the mitigation measures.

2.12.4.6. The Contractor shall include in the Project Status Report a chart that lists all active risks rated high on any factor and note any significant forecasted changes in these risks.

2.12.5. **Assumptions**

2.12.5.1. The Contractor shall use the RAID Log for recording assumptions about the project. All assumptions shall be verified by the Purchaser and the status shown on the RAID Log.

2.12.5.2. Assumptions resulting in changes do not automatically mean the changes are approved. Any assumption raising a CR shall trigger the normal Change Management process so that the raised CR is correctly processed.

2.12.6. **Issues**

2.12.6.1. The Contractor shall use the RAID Log for monitoring of issues identified and raised by the Contractor or the Purchaser or any member of the Project.

2.12.6.2. Issue Movement information shall be provided in Highlight Reports.

2.12.7. **Decisions**

2.12.7.1. The Contractor shall use the RAID Log to record all decisions taken in the process. All decisions shall be approved by the Purchaser and the status shown on the RAID Log.

2.12.7.2. Decisions resulting in changes do not automatically mean the changes are Purchaser approved. Any decision raising a Change Request (CR) shall trigger the normal Change Management process so that the raised CR is processed as usual.

2.13. **Management Controls**

2.13.1. The Contractor shall describe in the PMP how they will manage changing priorities in an Agile Project Environment. The change management processes including change governance structure, scope change identification, description, tracking and approvals shall be described.

2.13.2. The Contractor shall use the Earned Value Management (EVM) technique by integrating Cost (resources), Schedule, and Scope to assess project performance and pro-actively identify risks in the project.

2.13.3. During the Monthly Highlight report, the Contractor shall present a comparison between the amount of work that was planned and what was actually accomplished to determine cost (without presenting the detailed financial figures) and schedule performance.

2.13.4. The Contractor shall assess the current and future performance by presenting monthly the SPI (Schedule Performance Index) = A measure of schedule efficiency expressed as the ratio of earned value (amount of work accomplished) to planned value (planned work scheduled).

2.13.5. The PMP will refer to the methods, which will be used to ensure project coordination, identification and control of risks of risk mitigation and issue resolution. The Contractor shall provide structured status overviews as part of the Highlight report with defined metrics that track progress against defined milestones and deliverables during the duration of the Contract.

2.13.6. **Change Requests**

2.13.6.1. The Contractor shall establish and maintain a process for identifying, reviewing, approving, and tracking all requests for changes to EBA R3 baselines.

2.13.6.2. Change Requests (CR) identify proposed changes to requirements, to design or to software baselines.

- 2.13.6.3. The Contractor shall prepare and manage Change Requests as follows:
- Class 1 Change Requests affect the documentation and baselines managed by the Project. In principle, these will be CRs changing, deleting or adding requirements, or changes that have an impact on milestones or User involvement. The CR needs to be escalated and approved first by the Project Board;
 - Class 2 Change Requests are changes that affect some aspect of the project or contract, but are not in the domain of requirements and do not have any impact on User engagement or on milestone dates. The PPM is empowered to decide on these without involving the Project Board;
 - Class 3 Change Requests affect the baseline managed by the Contractor and can be approved without Purchaser review by the Contractor. These are provided through highlight reports for information only. Class 3 CRs shall not have an impact on the Contract.

2.13.6.4. Any Change Request (CR) shall contain, at a minimum, the information in Table 1.

Serial	Requirement
1	Identification number per request
2	Requestor's identity
3	Date of request
4	CR class
5	Type of change (e.g. delete, add, etc.)
6	Requested change description
7	Status of request (how it was addressed – e.g. completed, not addressed, etc.)
8	Comment/Resolution of the request
9	<p>If the requested change impacts the cost, design, implementation, licensing scheme, or any other contractual documentation, then two other areas shall be addressed:</p> <ul style="list-style-type: none"> • Detailed impact on schedule, cost, performance, or any other contractual requirements (based on an analysis) • Priority for handling (high/critical/urgent, medium/sensitive/important, low)

Table 1 – Content of Change Requests

- 2.13.6.5. CRs shall be stored on the Project Website along with any statistics, status information and dashboards.
- 2.13.6.6. The Contractor shall store a Change Log on the Project Website listing all the CRs, their status and relevant dates.

2.14. **Meetings**

2.14.1. **General**

2.14.1.1. Unless otherwise specified, at least one week before all meetings (other than weekly checkpoint meetings) required under this Contract, the Purchaser shall send an invitation, including the information in Table 2.

Serial	Requirement
1	Purpose
2	Agenda
3	List of participants
4	Date, hour, place, duration

Table 2 – Content of Meeting Invitation

2.14.1.2. The Contractor shall record meeting minutes and post them on the Project Website within 3 working days after the meeting.

2.14.1.3. The meeting minutes shall include the information in 3.

Serial	Requirement
1	Input documents
2	Time and date of the event
3	Participants
4	Comments raised
5	Decisions taken

Table 3 – Content of Meeting Minutes

2.14.1.4. The minutes shall not be used as a mechanism to change the terms, conditions or specifications of the Contract, or as a vehicle to alter the design or configuration of equipment or systems. Such changes shall only be made by agreement, amendment or by authorised mechanisms as set forth in the Contract, although Change Requests can be raised as a result of recorded intent in meetings.

2.14.1.5. A video-conferencing tools (Skype) shall be installed on the PFP REACH laptops for project members to attend meetings remotely. It is not possible to connect with external participants, which have no REACH laptop.

2.14.2. **Checkpoint Meetings**

2.14.2.1. These ad-hoc meetings shall include the PPM, PTL, CPM, CSA, relevant Project members and other stakeholders if required, depending on on-going project activities.

2.14.3. **Monthly Project Highlight Reports**

2.14.3.1. The Contractor shall provide, no later than the third business day of each month, a Project Highlight Report (PHR). This report shall summarise activities, including the information in Table 4.

Serial	Requirement
1	Summary of contract activities during the preceding month, including the status of current and pending Work Packages;

2	Progress of work and schedule status, highlighting any changes since the preceding report;
3	Status of action items;
4	Description of any identified problems, anomalies and high risk areas with proposed solutions and corrective actions;
5	Test(s) conducted and results;
6	Earned Value Reporting (see Section 2.13)
7	Changes in Contractor personnel assignment, as approved by the Purchaser;
8	Summary of Change Requests requested, recommended or approved;
9	Report on maintenance calls by number, type, and actions taken;
10	Plans for activities during the following reporting period.

Table 4 – Content of Project Highlight Reports

2.14.3.2. A draft PHR can be discussed in a Highlight Report meeting and changes shall be agreed, after which the final report will be distributed to all stakeholders.

2.14.3.3. The Contractor shall maintain an archive of PHRs on the Project Website.

2.14.4. Contract Milestone Meetings

2.14.4.1. CPM, CSA and CCO, PPM, PTL and PCO shall need to attend the Contract Milestone meeting. PTL and CSA or any other stakeholders could be present as needed. These meetings are held when any milestone activities are completed. The outcome of Contract Milestone meeting would determine if the milestone was passed successfully or whether more work is needed to complete all the required deliverables for the milestone. In principle, these meetings are face-to-face and are to be held at the Purchaser’s facilities (Mons, Brussels or The Hague). The status and organization of the work necessary to achieve the next contract Milestone, and any issues already known, will also be addressed at these meetings.

2.14.5. The Contractor present next to the status of the milestone 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.

2.14.5.1. Milestones are described in detail in Section 4.

3. TECHNICAL

3.1. Introduction

3.1.1. This Section outlines the System Development and Implementation requirements of the EBA R3 Advanced HR Capability.

3.1.2. The Purchaser's overriding goal of the EBA R3 HCM implementation project is to use COTS products and out-of-the-box non-customised business processes in every instance where it is technically feasible.

3.1.3. It is assumed and desired that limited or no customisation will be required to adapt these COTS products to meet the EBA R3 HCM implementation requirements.

3.1.4. In order to implement the requirements and reduce the customisations in HCM Cloud, the Purchaser accepts to consider making changes to the existing ERP System only when there is a demonstrated benefit and when it is more cost effective.

3.1.5. The scope for system development and implementation activities in the EBA R3 HCM implementation Contract includes the following Stages and Phases (see Section 4 for an illustrative Gantt chart):

3.1.5.1. Phase 1 (BASE):

- Discovery Stage: Workshops to discuss the requirements, defining the customisations which will be implemented;
- Base Configuration Stage: Establish the TO-BE Architecture, configure the Integration software, deploy the Development(s) and Production environment and receive confirmation of Security Accreditation Authorities (SAA) that the risk on not receiving Security accreditation is low;
- Start of Construction Stage: Initial implementation of all the Functional Requirements as defined in WP1 and the selected Requirements from WP3;
- Accreditation Stage: Implement System Architecture and receive a Security Accreditation.

3.1.5.2. Phase 2 (OPTION):

- Completion of the Construction Stage: Implementation of the remaining Functional requirements in the Phase 2 scope;

3.1.5.3. The Project ends with 5 Months of Operations and Maintenance support, which starts after the completion of FSA2. This period includes dedicated and intensive on-site support by Contractor subject matter experts to end-users to assist their transition and day-to-day work (see Section 3.6).

3.2. Discovery Stage

3.2.1. The discovery stage shall take no more than 2 months and is organized prior to the start of the implementation of the requirements to refine the detailed

steps of the project, the common data definitions and master data principles (which system is master for which data element, including, identify lookups, employee and person types, etc.).

- 3.2.2. During a series of workshops, the Contractor will present the out-of-the-box Oracle HR Business processes and map the functional requirements to it. The primary focus will be to explain the solution of those User Stories which need customisations.
- 3.2.3. The Purchaser's objective is to define the final Product Backlog and select the customised "Could" and "Should" have Requirements (see WP3) which should be implemented by the Contractor during the Construction Stage.
- 3.2.4. This stage will provide also the necessary estimations of each requirement to update the initial PMP, RTM and Product Backlog.
- 3.2.5. The final goal of this stage is to achieve Purchaser approval of Project Management review Milestone (see Section 4).

3.3. **Base Configuration Stage**

- 3.3.1. One of the first activities of the Contractor is to baseline the system architecture and finalise the CIS Description. This will provide a stable basis for the implementation effort in the iterations of the Construction Phase.
- 3.3.2. The Architecture Design documents listed in Section 4 shall be developed by the Contractor and provided as an input to the development team. Any changes to the Architecture during development must be documented, raised at the project level and Purchaser approved.
- 3.3.3. The establishment of the HCM Cloud Development(s) / Production environments are also part of this stage together with the full integration and configuration of the Integration software that connects, transforms schedules and loads data between Oracle EBS and HCM Cloud.
- 3.3.4. The Architecture Design Deliverables documented in Section 4 and the deployment of the system shall be reviewed and approved at the Architecture Review Milestone.
- 3.3.5. **AS-IS Architecture**
 - 3.3.5.1. The current HR business solution comprises of a mix of manual data entry into Oracle EBS, for employee creation and management with the use of a several HR tools as well as custom interfaces to other business applications.
 - 3.3.5.2. EBS has also been implemented for Finance, Acquisition, Human Resources and Asset Management functionality; there are several integrations between EBS and other business applications.
 - 3.3.5.3. The Purchaser's Performance Management is managed via Sum Total, a Performance management tool, configured to manage an annual performance management cycle for all civilian and military staff, servicing

1900 employees. A secondary solution, Lexonis Talentscape, is used to help develop job descriptions, job competencies and capture skills for workforce planning purposes.

- 3.3.5.4. Leave administration is managed via eLeave, a legacy SharePoint tool with custom workflows for absence management servicing 3500 users, complimented by a paper based system for overtime management.
- 3.3.5.5. The Client Operating System is MS Windows 10. The Internet Explorer version is normally version 11 or Edge, though other browsers are in use.
- 3.3.5.6. Annex C has information about the current Oracle EBS implementation, including the architectural constraints and interfaces with the current business applications.

3.3.6. **Development Environments**

- 3.3.6.1. 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 one or more Development environment(s) (DEnv(s)) which is representative of the Production Environment (PEnv) to which the capability will eventually be deployed.
- 3.3.6.2. The Contractor may carry out initial development, configuration, customisation and testing activities in their own facility, but the final developed features shall be installed/configured on the DEnv for the iterative developments.
- 3.3.6.3. The DEnv(s) shall be provided by the Oracle Cloud provider (i.e. Oracle) and obtained by the Purchaser. Nevertheless, the Contractor shall install, configure, update, and administer the COTS products or Non-COTS (i.e. customised) software delivering the HCM capability on the DEnv(s).
- 3.3.6.4. Demonstration, test and acceptance activities to be executed collectively by the Contractor team and the Purchaser team shall be carried out on the DEnv(s).
- 3.3.6.5. The Contractor shall ensure that all test/reference environments (if any) 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.
- 3.3.6.6. The Contractor shall connect at least one DEnv(s) of EBS (12.2.10), located on the NATO UNCLASSIFIED network, through the integration software to a HCM Cloud Dev environment.
- 3.3.6.7. The Contractor and Purchaser will collaborate to determine the number of DEnv(s), which will be used, before the PMR.

3.3.7. **Production Environment**

- 3.3.7.1. The Production environment (PEnv) will be used for the final deployment of the system and will be populated by the Contractor with the real operational data imported through the Data Migration activity (see Section 3.6) as well as the data processing to the HCM Cloud via the Integration software provided by the Purchaser.
- 3.3.7.2. The PEnv shall be hosted and supported by the Purchaser, and the installation of the HCM software baseline ready for deployment on the PEnv shall be performed by the Purchaser staff, with support from the Contractor.
- 3.3.7.3. The PEnv will be hosted on the HCM Cloud solution with connections to the NU network, in accordance with the security related Requirements outlined in Annex B.

3.3.8. **CIS Description**

- 3.3.8.1. The Contractor shall describe the TO-BE Architecture and high-level software architecture description in the CIS description (see Annex J). The content of the document has to be aligned from the beginning of the project with the Security Requirements. Several review iterations and updates will be required before document approval.
- 3.3.8.2. HCM Cloud shall integrate with Oracle EBS 12.2.10 currently residing on the NATO UNCLASSIFIED Network. However, the Contractor has to anticipate that in the following 3 years the system would be managed as an Infrastructure-as-a-Service (IaaS). Transition to IaaS is not within the scope of this project, however, the Contractor shall develop a CIS Description which is in line with a future IaaS Architectural requirement (see Section 2.6).
- 3.3.8.3. It is envisioned that an Integration solution shall be used to process core HR data from Oracle EBS to the HCM Cloud solution. The Integration Software shall either be provided by the Purchaser as PFP, or the Purchaser will exercise the contract Option to purchase the Integration software from the Contractor.
- 3.3.8.4. The Contractor shall implement Single Sign-on on the HCM Cloud and provide the HR services on NATO Mobile devices if authorized by the SAA.

3.3.9. **Solution Integration**

- 3.3.9.1. The Contractor shall describe in the Solution Integration document how the Contractor shall deliver a data integration mechanism, real-time if possible, to efficiently move volumes of data from on premise to the cloud.
- 3.3.9.2. From a security point of view, it is optimal to establish an unidirectional interface from Oracle EBS to HCM Cloud, which has to run at least every hour. Nevertheless, there are "Must Have" requirements identified in ANNEX A and B which impose a bi-directional one.

ID	Payload details	Sending CIS	Receiving CIS	Trigger type	Frequency	Payload scope
INT 1	HR Master Data	EBA	HCM Cloud	Scheduled	Every hour	Initial + Deltas
INT 2	employee, position, assignments, skills, Competencies, post costs	HCM Cloud	EBA/ Staging Db	Scheduled	Every hour	Deltas

Table 5 – Interfaces

3.3.9.3. All integrations shall be controlled and initiated from the high side where Oracle EBS resides. It is assumed that NATO applications will always use a pull mechanism. HCM Cloud will never trigger or call the interface so the initiator will always be the Integration software or Oracle EBS.

3.3.9.4. Oracle Cloud HCM becomes the master for all data on Performance management (i.e. career development, goals Settings, Mid and End year evaluations, Skills and competencies and succession) and absence and overtime data (work schedules, absence and overtime balances and absence requests). The data is therefore maintained (create – updated - deleted) in Oracle Cloud HCM only and might need to be interfaced to other applications and systems (see Annex B).

3.4. Security Accreditation Stage

3.4.1. The primary objective of the Security Accreditation Stage is to ensure that an adequate level of protection is achieved and maintained throughout the life cycle of the CIS. This includes ensuring that the CIS conforms to NATO security policy and supporting directives, and the CIS-specific security-related documentation (See References E, J until M).

3.4.2. The Security Accreditation Process, as described in the NATO Security Policies and Directives shall be strictly followed by the Contractor.

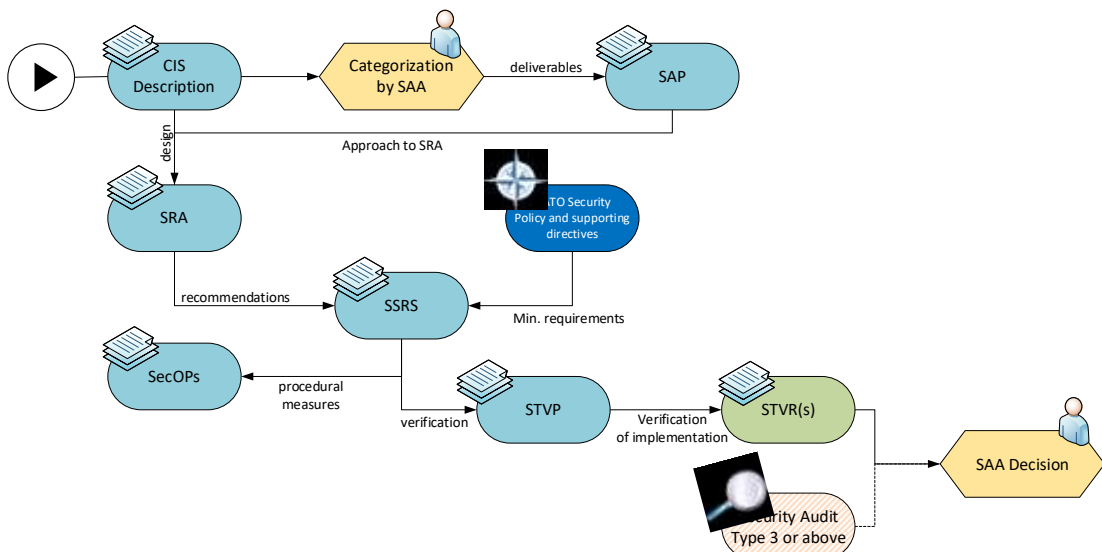


Figure 1 – Security Accreditation Process

- 3.4.3. The Accreditation Documentation Set (ADS) shall be developed by the Contractor and consists, as a minimum, of the following deliverables:
- 3.4.3.1. The Security Accreditation Plan (SAP), which describes the steps to be taken to achieve security accreditation of the CIS. This document identifies roles and responsibilities in the security accreditation process, the required deliverables and accreditation schedule. The SAP will be developed by the Contractor and when complete shall be maintained by the Purchaser during the life of the project.
 - 3.4.3.2. The CIS Description shall be developed by the Contractor based on the templates provided by the Purchaser. The CIS Description shall be formulated at the earliest stage of the project and shall be updated and enhanced as the project develops. The CIS Description shall be submitted for review to the Purchaser. The Contractor shall take into account any comments from the reviewers and shall update the CIS Description document as many times as necessary.
 - 3.4.3.3. The Security Risk Assessment (SRA) shall be developed by the Contractor following the Purchaser's chosen risk assessment method and based on the template provided by the Purchaser. The Security Risk Assessment (SRA) shall be conducted by the Contractor with the support of the Purchaser via reviews and comments and based on the information provided in the CIS Description document. The Contractor shall take into account any comments from the reviewers and shall update the SRA as many times as is necessary, fully within the existing contract scope.
 - 3.4.3.4. The System-specific Security Requirement Statement (SSRS) shall be developed by the Contractor based on the template provided by the Purchaser. It is a complete statement of the security principles to be observed and of the detailed security requirements to be met. The SSRS shall be submitted for review to the Purchaser. The Contractor shall take into account any comments from the reviewers and shall update the SSRS as many times as necessary fully within the existing contract scope..
 - 3.4.3.5. The Security Operating Procedures (SecOPs) shall be developed by the Contractor based on the template provided by the Purchaser. The SecOPs shall be submitted for review to the Purchaser. The Contractor shall take into account any comments from the reviewers and shall update the SecOPs as many times as necessary fully within the existing contract scope.
 - 3.4.3.6. An Approval for Testing (AfT) is required before the first System integration and User acceptance activities starts. The Document shall explain the different activities that will be conducted during the testing period and the testing conditions like user scope and test data.
 - 3.4.3.7. The Security Testing and Verification Plan (STVP) shall be developed by the Contractor based on the template provided by the Purchaser. It is a complete description of the tests to be executed to verify that security requirements are met. The Contractor shall ensure that each security test is cross-referenced with the corresponding security requirements from the SSRS.

The STVP shall be submitted for review to the Purchaser. The Contractor shall take into account any comments from the reviewers and shall update the STVP as many times as necessary fully within the existing contract scope.

- 3.4.3.8. The Security Test and Verification Report (STVR) shall be developed by the Contractor based on the template provided by the Purchaser. Purchaser approval for the STVP must be obtained before security testing commences. The security testing shall be witnessed by the Purchaser. The STVR shall be submitted for review to the Purchaser. The Contractor shall take into account any comments from the reviewers and shall re-execute tests and update the STVR as many times as necessary fully within the existing contract scope.
- 3.4.4. Each ADS deliverable is subject to approval by the Purchaser. The estimated approval dates are:
- CIS description (P1KO + 2 Months);
 - Security Accreditation Plan (SAP) (P1KO + 2 Months);
 - Security Risk Assessment (SRA) (P1KO + 3 Months);
 - System-specific Security Requirement Statement (SSRS) (P1KO + 3 Months);
 - Security Operating Procedures (SecOPs) (P1KO + 5,5 Months);
 - Security Test and Verification Plan (STVP) (P1KO + 5 Months);
 - Approval for Testing (AfT) (P1KO + 6Months);
 - Security Test and Verification Report (STVR) (P1KO + 6 Months).
- 3.4.5. In support of producing the deliverables the Contractor shall closely engage directly with representatives of the Purchaser and Security Accreditation Authority (through the Purchaser) in order to discuss particular security-related requirements but also to clarify and/or enhance the documentation to be provided as part of the ADS.
- 3.4.6. This process shall be organised in the form of one or several workshops that shall be attended by the Contractor and by representatives of the Purchaser. Location of the meetings and workshops will be defined by the Purchaser and will typically take place at a facility of the Purchaser. The Contractor may be requested to provide briefings and/or technical expertise for meeting(s) with the SAA.
- 3.4.7. The Purchaser may provide advice and instructions on any security implication or any proposed change based on the findings and results of the assessments and/or security tests. The advice, instructions and guidance from the Purchaser shall be considered by the Contractor as mandatory guidance. The Contractor shall take action(s) to follow, carry out the necessary work and to implement the advice, instructions and guidance given by the Purchaser.
- 3.4.8. Note that it is very likely that an independent Security test will be organized for the CIS. The Contractor's personnel are not required to participate in conducting this 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.

- 3.4.9. For the independent penetration/security tests, the Purchaser will provide an approved list of failures or findings along with their Test Report. The Contractor shall resolve all findings related to his scope of work and tests will be repeated until the findings are fixed so that accreditation can go ahead and can be obtained.
- 3.4.10. If a finding does not require immediate resolution (i.e. findings in the categories medium or low), 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.
- 3.4.11. The acceptance criteria in the Security accreditation Milestone shall all be fully achieved within 8 months after P1KO, in order to proceed to the first Partial System Acceptance (PSA1).

3.5. **Construction Stage**

3.5.1. **Iterative Steps**

- 3.5.1.1. The Purchaser defined five unique process groups in Section 1.8.2.2. These process groups which are also referred to in agile parlance as an Epic. These five Epics, which consist of a group of User Stories, shall follow the same implementation approach, which is a Hybrid Agile or sometimes referred to as "Wet Agile".
- 3.5.1.2. The Contractor can decide to divide the delivery of large Epics, like Ask HR, into 2 or more iterative developments cycles or releases.
- 3.5.1.3. The Contractor will normally work proactively and independently to roll out the Epics; typically, it includes a project management, Business Change, Data migration and sequence of steps like Planning, building cycles, testing, deployment and HyperCare.

3.5.1.4. Figure 2 and the sections below illustrate these steps more in detail.

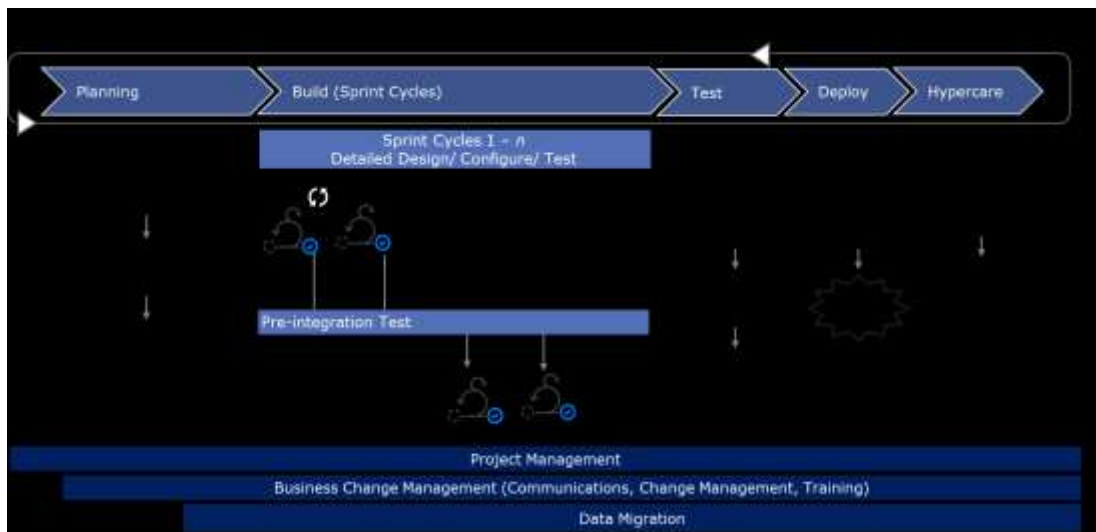


Figure 2 – Typical Hybrid or Wet Agile Approach

3.5.2. Plan Step

- 3.5.2.1. The Contractor shall organize and conduct a Planning Meeting at the beginning each planning step. Goal of this meeting is to verify the scope of the stage by updating the product backlog and assign the User Stories to different development sprints. The User Stories in the RTM will provide the necessary input and estimations, definitions of ready, done will be given to each User Story.
- 3.5.2.2. The Contractor shall be responsible to provide the level of resources required for conducting each User Story, initially as part of the PMP, but also at the beginning of each Plan step. The priority and business value of each User Story shall be managed by the Product owners throughout the project until the story is fully implemented.
- 3.5.2.3. “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 step (or a sprint). At the planning step, all the following “ready” criteria, agreed between the Contractor and the Purchaser, shall be in place:
- The User Stories to be included in the sprints are 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;
 - All relevant artefacts are linked to the User Story (wireframes, diagrams or other documentation):
 - Configuration – Configuration Control Values;
 - Custom Development – Lean Functional Spec;
 - Data – Lean Functional Spec and Data Mapping.

3.5.2.4. “Definition of “Done” is defined for each User Story by adding a quality checklist of activities that must be completed in order for any User Story to be considered as done:

- Code/Configuration produced;
- Code commented, checked-in and run against current configuration;
- Code/configuration has passed peer review and meeting development standards;
- Builds without errors;
- Code/configuration migration process has been documented;
- Functional and Technical Specifications have been written;
- Test script has been developed based upon approved Acceptance Criteria.

3.5.3. **Build Step**

3.5.3.1. The build step consists of a sequence of sprints in which the Contractor will design, configure, demonstrate and review the HCM Cloud tool to the process owners, or Product owners, during Conference Room Pilots (CRP). Pre-integration testing activities can be organized to pro-actively identify defects in the system.

3.5.3.2. The implementation shall follow one of several options, listed in priority order below, as follows:

- Use of COTS components to provide the required functionality out-of-the-box;
- Configuration of COTS components to provide the required functionality;
- Customisation of COTS components to provide the required functionality through specific software developed for this purpose;
- Customisation of COTS components using PaaS integrations with HCM Cloud.

3.5.3.3. The Purchaser reserves the right to monitor the Contractor's implementation activities to ensure that sound engineering practices are followed, that adequate effort and progress is being maintained, and to call for immediate corrective action by the Contractor when the Purchaser deems appropriate.

3.5.4. **Test step**

3.5.4.1. At the end of the build step, a more traditional waterfall approach shall be followed to Test, Verify and Validate the requirements which have been designated as “Done” and considered as ready to be deployed by the Contractor.

3.5.4.2. Section 3.10.1 details the Verification and Validation (TV&V) processes, activities and requirements to be applied and performed under the Contract.

3.5.4.3. Section 3.10.2 details all contract-related deliverables supplied by the Contractor, which will be verified and validated to ensure they meet the requirements of this Contract. Both fitness-for-use and fitness-for-purpose will be assessed using a quality-based approach.

3.5.4.4. Purchaser Sign-off of the User Acceptance Testing and the acceptance of the Deployment Readiness Review (DRR) Milestone is required to proceed to the next step, which is the Deploy Step.

3.5.5. **Deploy Step**

3.5.5.1. Upon a favourable Purchaser decision from the DRR, the Contractor shall prepare the transition to 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 (i.e. Go-Live). 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 completed without undue delay.

3.5.5.2. The Purchaser's go-live decision is given upon successful implementation of the User Stories / Requirements, including business change activities, training and other activities as covered by this contract.

3.5.5.3. The Contractor shall activate any required licenses, if there is no Integration Software is installed and turn on the new systems (See Section 1.4.4).

3.5.5.4. As part of handover to the O&M team, the Contractor will perform a Knowledge Transfer session and technical training to the O&M team.

3.5.5.5. Deployment of the system will follow the guidance in SOW Reference E.

3.5.6. **HyperCare Step**

3.5.6.1. There shall be an elevated level of functional and/ or Technical support (to be named HyperCare) within the first month of Go Live for each envisioned Epic rollout. The objective of this step is twofold:

- Achieving a fast stabilisation of HCM Cloud and business processes;
- Gradual transition to normal support processes which will be provided by Service Support and Business Applications (SSBA) support group.

3.5.6.2. During this iterative step, the Contractor shall provide Contractor personnel on a full-time basis, equal to one Full time equivalent (FTE), which will work under the lead and guidance of the NCI Agency SSBA Service Line.

3.5.6.3. The Contractor personnel shall meet or exceed:

- The performance requirements in Section 5.1.6;
- Expertise Level 2 as defined in Section 5.2.

3.5.6.4. This Contractor support shall normally be provided remotely, Monday through Friday during local business hours, which are applicable to SHAPE staff located in Belgium, 8 hours a day, with after-hours support available in the event of a major system failure. Necessary Contractor travel may need to take place outside of normal working hours. All Contractor expenses are fully included within the existing scope of this Contract.

- 3.5.6.5. The Purchaser will be responsible for the scheduling of the support program, associated planning, and document this in the Integrated Logistics Support Plan (ILSP) (See Section 3.9).
- 3.5.6.6. 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 perceived deficiencies or shortcomings.
- 3.5.6.7. The Purchaser O&M team will take the lead in managing incidents and service requests and will assign tickets as necessary to the appropriate support team member (O&M or Contractor HyperCare resources).
- 3.5.6.8. All HyperCare incidents/service requests will be managed using the Purchaser's software toolset (ITSM) and follow the Purchaser's internal processes as currently defined.
- 3.5.6.9. The Purchaser will be responsible for providing the Contractor's HyperCare team with the necessary access to the ITSM software toolset.
- 3.5.6.10. During HyperCare, the Purchaser shall be responsible for supplying all software upgrades and updates on HCM Cloud and the Integration Software.

3.6. **Operations and Maintenance Support**

- 3.6.1. Similar to the HyperCare step in the iterative developments, the Contractor shall provide Contractor personnel on a full-time basis, equal to one Full time equivalent (FTE), which will work under the guidance of the NCI Agency SSBA Service Line.
- 3.6.2. The Contractor personnel shall meet or exceed:
 - The performance requirements in Section 5.1.6;
 - Expertise Level 2 as defined in Section 5.2.

3.7. **Data Migration**

- 3.7.1. The Contractor shall document the overall Data Migration Strategy, which will provide a road map for performing the Migration of data from Purchaser's current legacy systems to HCM Cloud. The data migration Strategy document has the following objectives:
 - To define the objectives, scope and approach of the data migration;
 - To define the sources and destinations for each data object;
 - To describe a high level schedule of data migration activities per step in the project including document templates;
 - To define data quality assurance process and if data profiling, data cleansing, data validation is required;
 - To identify potential risks and outline error handling procedures;
 - To define the key assumptions and critical success factors for a successful migration;

- 3.7.2. The Contractor shall organize and conduct all necessary Migration activities to migrate data from the legacy applications presented below (limited changes can be applicable and will be identified during the discovery stage):
- MS SharePoint 2016, currently being used for Absence Management by 3500 employees with their current entitlements and balances at the time of cut over. The goal is that the cutover will be planned at the end of a calendar year. If circumstances prevent this, all Absence Requests within the current calendar year prior to the cut-off date must be migrated to the new solution.
 - Overtime management is done in MS Excel so the overtime requests, balances and work schedules at Staff Member level, 2 years in the past until the cut-off date, must be migrated by the Contractor.
 - Sum total, used for Performance Management:
 - For Active Staff: The individual performance ratings and pdfs of the evaluation reports of NATO International Civilians Staff Members (NIC) and International Evaluation reports of the Military Staff Members (MIL) of the last 10 years must be loaded and attached to the Staff Member. The aim is that the staff member and HR Administrators can retrieve the historical reports and ratings in the document of records screens in the Performance Management area of HCM Cloud.
 - For Non-Active Staff which left in the last 2 years prior to the Cut-off date: The individual performance ratings and pdfs of the evaluation reports of NATO International Civilians Staff Members (NIC) and International Evaluation reports of the Military Staff Members (MIL) of the last 10 years must be loaded and attached to the Staff Member.
 - Lexonis, used for the storage of objectives and competencies from established job descriptions to store job descriptions.
 - There is a need to import academic institutions, qualifications and courses at individual level from Oracle Taleo Recruitment.
 - External learning management solutions like JADL, Training Management System and Lexonis contains specific training courses, training catalogues, course completions/ qualifications, which need to be migrated.
- 3.7.3. The Contractor shall use as much as possible data load templates (Excel) to support migration cycles in test environments and finally in the production environment.
- 3.7.4. The following Business Objects related to the NCI Agency Active Persons (see Annex E for all User Profiles) and Agency Staff, which left in the last 2 years, must be, interfaced (more clarification and details to be obtained during the Discovery stage) from the existing ERP system into HCM Cloud:

Business Object Group	Business Objects
Work Structures	Location Grade Position Job Organization
Talent Management	Establishment Rating Model Content Item
Person	Person Details Person Name Person National Identifier Person Email Person Address Person Phone Person Ethnicity Person Legislative Information Person Citizenship
Employment	Work Relationship Work Term Assignment Assignment Supervisor
Profile Management	Profile Profile Item

Figure 3 – Interfaced Business Objects

- 3.7.5. All “initial Hire” and “current” assignments in Oracle EBS, available at the cut-off date for all persons types listed in Annex E, must be migrated.
- 3.7.6. The Contractor should assume that data from all legacy systems would be available in comma separated value (CSV) format as needed. Data quality from the current systems is uncertain and cannot be quantified. The Purchaser and the Contractor will further refine data migration criteria and activities during Discovery Stage.
- 3.7.7. Since the new HCM capability may use additional business Objects or meta data different from the legacy system, there may be a need for the Contractor, as a part of the existing contract scope, to enhance the existing data with some enterprise level master data and default values in Oracle EBS.
- 3.7.8. Depending on the Data Migration strategy, the Contractor shall perform migration/ enhancement activities to ensure that legacy data is converted to the right format.
- 3.7.9. The Purchaser intends to minimize as much as possible the use of interfaces and in particular the use of temporary interfaces to migrate Data from Legacy applications. The number of temporary interfaces will be dependent on the deployment strategy approved by the Purchaser.
- 3.7.10. The Purchaser shall perform data cleansing to prepare for and to enable proper data migration.
- 3.7.11. Certain HR activities are critical for business operations at certain points in the calendar year. This is especially important when transitioning from one calendar year to the next. The Contractor shall consider timing of the cutover

to the new solution (e.g. the Performance cycles start in January and closes in March) in his planning of the data migration task.

3.8. **Business Change Management**

3.8.1. **General**

3.8.1.1. Change Management is rolled out throughout all iterative developments. The Contractor will develop and deliver materials related to business change activities, such as training materials, communication content, User guides, business process and other topics as required.

3.8.1.2. The Contractor shall support Business Change (BC) within the scope of this contract by:

- Developing the Business Change Management Plan. This Plan outlines the overall project communication goal and guiding principles based on the Organization's environment. This also includes documentation of how the various aspects of the project will be communicated within the affected groups within the Organization;
- Providing process descriptions of the TO-BE business processes imposed by the proposed solution and documenting any revised business processes in the TOM during the implementation;
- 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 Purchaser Business Change Manager in communicating and facilitating new process and capabilities adoption within the NCI Agency;
- Delivering the Training Requirements Analysis, Plan and Execution required users to adopt the new capability and processes.
- Development of business training coupled with the software training to be developed by the Contractor;
- Identifying what and how knowledge will be transferred among individuals within a specified target date for completing the knowledge transfer.

3.8.1.3. The Purchaser will manage BC by:

- Coordinating any Business Change activities not within the Contractor's defined scope;
- Managing Communications about the project towards the entire end-users community;
- 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;
- Evaluating Business Adoption during development iterations and at Deployment Readiness Reviews to ensure proper adoption before deployment.

3.8.2. **Target Operation Model**

- 3.8.2.1. The Contractor shall develop a Target Operating Model (TOM) with all the TO-BE processes for the implementation of the new solution in Oracle HCM Cloud. The TOM shall be updated and submitted to the Purchaser for formal approval at each DRR milestone (See Section 4.7).
- 3.8.2.2. The TOM will be the basis for a common understanding of how the NCI Agency intends to run its HR business processes in the future. The Contractor shall deliver the TOM based on the template provided in Annex K. The TOM shall consist of process descriptions and maps (using the Swim lanes technique and BPMN 2.0 standards) at the level of process (Level 3). The processes shall be structured following the four levels below:
- Level 1: Business area (Theme) - e.g. Human Resources;
 - Level 2: Process group (Epic) - e.g. Absences and Leave;
 - Level 3: Process (Feature) - e.g. Manage Absences;
 - Level 4: Requirement (User Story) - e.g. Record Annual Leave.
- 3.8.3. **Training**
- 3.8.3.1. Key deliverables include the following:
- Training Plan;
 - Training materials, modified if necessary, shall be delivered by the Contractor;
 - Training courses shall be delivered and facilitated by the Contractor before Go-Live and during HyperCare;
 - Computer based Training (CBT) type materials must be accessible in a Help function in the new System so it is easy and convenient to consult for an end-User.
- 3.8.3.2. The Contractor's Training Plan shall guide all the activities, milestones and actors associated with the training. This shall describe in a coherent way:
- How training will be designed, developed, delivered, and maintained throughout the life of the project and during HyperCare;
 - The training documentation for each course including but not limited to the syllabuses, schedules, course prerequisites (for both attendees and physical resources), evaluations and instructors;
 - The mode(s) of training (e.g. formal classroom, individual computer-based, on-the-job or a combination etc.) and the rationale for those recommendations for each type of training (User, Administrator, etc.).
- 3.8.3.3. 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.
- 3.8.3.4. The HCM training material may consist of a mix of pre-recorded video's, handbooks, PowerPoint slides or embedded materials in HCM Cloud.
- 3.8.3.5. The Training materials shall refer to the final roles as defined in the swim lanes of the TOM.

- 3.8.3.6. Training material shall be developed by the Contractor in English (United Kingdom standard) and shall be approved by the PPM, PPO and process owners at each DRR Milestone (see Section 4.7). The Contractor is responsible for making changes following Purchaser's reviews.
- 3.8.3.7. Practical exercises shall be included to support users after the official training sessions.
- 3.8.3.8. A reference to the new TO-BE Process maps in the TOM need to be included in all End-User trainings.
- 3.8.3.9. The Contractor shall proactively lead and provide templates, course layouts, and has final responsibility for all training delivery and planning.
- 3.8.3.10. CBTs or E-Learnings shall be used as much as possible to train End-Users (see Annex E for User Types and Counts).
- 3.8.3.11. The Training delivery and development of the training materials shall be based on a Purchaser's Development Environment and will contain Purchaser's Master and Transactional data.
- 3.8.3.12. The Contractor shall revise, refine and reissue course material and CBT/E-Learning products to reflect the consolidated feedback, from completed evaluations at the end of each course, and propose improvements in the training evaluation report.
- 3.8.3.13. All Contractor's Computer Based training or e-learning material should be prepared in compliance with the Sharable Content Object Reference Model (SCORM) edition 2004.
- 3.8.3.14. The Contractor's CBT or E-Learning materials shall complement the HCM classroom training (if applicable) and online help capabilities by defining and explaining key concepts and terminology of the operational processes incorporated into the HCM Cloud features and functions.
- 3.8.3.15. The Contractor shall where possible provide an integrated, interactive online help capability.
- 3.8.3.16. The Contractor is responsible for the planning, execution of all Classroom based training courses. Classroom based training courses will normally be limited to one of the main NCI Agency locations in Europe (The Hague, Mons and Brussels), and only to the following User types (See Annex E):
 - The HR Administrators at the main NCI Agency locations in Europe (The Hague, Mons and Brussels);
 - The Support staff in SSBA SL.
- 3.8.3.17. The Contractor is responsible for the planning and execution of all Classroom based training courses for approximately 40 HR Administrators and 15 IT Support Staff:
 - These training sessions will be delivered in English

- The HR Admin trainings shall be organised per Process Group (e.g. Performance, Absences,...);
- The Trainee has completed a Classroom based training once he/ she attended the entire session once. The Contractor shall organise additional sessions in case the Trainee cannot attend a session.
- Classroom based training will be instructor led and sessions will include maximum 20 people per class;
- Classroom training will be provided in sessions each lasting a maximum 4 hours;
- Course and training delivery feedback evaluations shall be organised and conducted;
- The Purchaser will be responsible for the training logistics (classrooms, desktops, beamer, flipchart,...) and will take care of training administration/subscription management/attendance tracking, etc.

3.8.3.18. The Contractor shall provide and potentially in collaboration with the SaaS provider, as a minimum of 30 hours of Classroom Based training for IT Support Staff on the HCM Cloud:

- how to install, configure and maintain (Level 1/2/3) the HCM Cloud capability, including COTS components;
- how to maintain the HCM Cloud and how to use the logging and performance counters provided by the system which, as minimum, shall include:
 - all the configuration settings for the system, services and components which are not installed out of the box or are customised
 - how to configure the logging and uses of performance counters;
 - where to find the log files
 - the different categories of logging
 - the different performance counter categories
- how to trouble shooting the HCM Cloud, including actions to solve a full range of (potential) problems or provide workarounds;
- how to manage database information, including database tables, triggers and stored procedures in HCM Cloud (if applicable);
- how to perform back-up and restore procedures (if applicable).

3.9. **Integrated Logistics Support (ILS)**

3.9.1. **General**

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

3.9.1.2. The Contractor shall detail in the ILS Plan (ILSP) how Integrated Logistics Support will be designed, managed, procured and provided throughout the HCM Cloud lifetime. The plan shall include practical instructions for HyperCare, Warranty claims, including but not limited to the following:

- The Contractor's Support (during HyperCare, warranty), roles, responsibilities, processes and procedures;
- 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 after the FSA, their responsibilities for the various levels of support, 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 HCM Cloud;
- 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 HCM Cloud Services fail;
- Comprehensive lists of all available support software tools, COTS documentation, technical documentation, training documentation and manuals;
- A Business Continuity Strategy (BCS) or exit strategy in case of potential security breach. Describe the method to extract the data from HCM Cloud and what the consequences are of moving the data on-premises;
- Document together with the Cloud provider a Disaster Recovery Plan (DRP), considering the possibility of complete Cloud Service Provider disruption.

3.9.2. **Warranty**

3.9.2.1. The warranty is separate and distinct from the HyperCare events and starts at the acceptance of FSA1 and FSA2. These periods will each span twelve (12) months.

3.9.2.1.1. The Warranty terms are as stated in contract Special Provision 19, "*Warranty*".

3.9.3. **Incident Management**

3.9.3.1. The Contractor shall establish and maintain a process for reporting, tracking, and resolving incidents during the HyperCare and Warranty periods (See Reference H). An incident, by definition, would be a wider concept than a defect, which would normally be detected during tests.

3.9.3.2. Incidents document problems during the design, configuration, implementation, or operation of the HCM Cloud.

3.9.3.3. Incidents shall be closed when the identified problem is resolved within the Project Team. Nevertheless, an incident could also require a project-level action by the Contractor or Purchaser Project Manager. Incidents can only be closed with the Purchaser's PPM approval.

3.9.3.4. The Contractor is requested to document in the ILSP the best practices to manage incidents in a Cloud environment at 4 Support Levels and use an incident management tool during the HyperCare, with the intent to export all incident Records to the Purchaser's incident management tool at the end of the project.

3.9.4. **Technical Documentation**

3.9.4.1. The Contractor's technical documentation shall be provided at each DRR Milestone and 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.

3.9.4.2. Technical documentation deliverable by the Contractor shall consist 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. OUM (for COTS deliverables) (off-line documentation);
- v. Release Notes (on-line documentation);
- vi. Read me file (on-line documentation);
- vii. On line Help (on-line documentation);
- viii. Frequently Asked Question (FAQ; on-line documentation).

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

3.9.4.4. All the off-line technical documentation shall be provided by the Contractor in electronic form.

3.9.4.5. The Contractor shall submit documentation, intended for review by the Purchaser, with each modification identified through the change-tracking feature or otherwise designated.

3.9.4.6. The Contractor shall provide all the technical documentation in the English language (United Kingdom standard).

3.9.4.7. The Contractor shall develop, provide and maintain the operation, maintenance and administration manuals, which have to be approved by the Purchaser before FSA.

3.9.4.8. The Contractor shall develop Standard operation procedures that 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.

- 3.9.4.9. The Contractor shall provide COTS Software manuals that are coherent with the operation configuration.
- 3.9.4.10. 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.
- 3.9.4.11. The Contractor's Platform Read Me files shall contain at minimum:
 - 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.
- 3.9.4.12. The Contractor shall test and validate the procedures and resources described in the technical manuals.
- 3.9.4.13. Until the expiration of the warranty, the Contractor shall remain responsible for any changes to the manuals required because of any omission or inaccuracy discovered in use or, whenever changes/modifications in SW and SW Tools are made under the Contractor's responsibility.

3.9.5. **Software Delivery**

- 3.9.5.1. The Contractor shall be fully responsible for the shipment and delivery of all the software (including project management or testing tools) hardware (CD/USB/memory stick) and documentation being defined as the Contractor's responsibility under this contract.
- 3.9.5.2. 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).
- 3.9.5.3. The Contractor shall make sure that all licenses are registered with the NCI Agency as end-User. The Contractor shall ensure that any and all User Licenses and User Agreements presented to the Purchaser for signature

shall be coherent with and make cross-reference to the terms of this Contract concerning, for example, the definitions of Users, definitions of transactions, etc.

- 3.9.5.4. 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.

3.10. **Test, Verification and Validation (TV&V)**

3.10.1. **TV&V activities**

- 3.10.1.1. All information items used during the verification and validation activities are to be handled according to their security classification, in accordance with AD 070-001 (See Reference Q).
- 3.10.1.2. The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities. This includes the development of all TV&V documentation required under the Contract, the conduct of all-independent verification and validation as well as the evaluation and documentation of the results.
- 3.10.1.3. All Contract-related deliverables supplied by the Contractor shall be verified and validated to meet the requirements of this Contract.
- 3.10.1.4. All document-based deliverables shall be produced in a manner compliant with the templates provided by the Purchaser.
- 3.10.1.5. The Contractor shall perform the verification activities for each Epic Rollout in the Construction Stage.
- 3.10.1.6. Each Activity starts with the Test Readiness Review (TRR) and finishes off with the Event Review Meeting (ERM).
- 3.10.1.7. During User Acceptance Testing, 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.
- 3.10.1.8. For each TV&V activity, the Contractor shall provide log/record of the event, including but not limited to individual test results, defects found, requirement coverage, test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.
- 3.10.1.9. The Contractor shall perform verification to confirm that each product in the product backlog properly reflects the specified requirements, design, code, integration and documentation. Design and code are not applicable for fully COTS deliverables, only Customisations are subject to it.

- 3.10.1.10. The Contractor shall support Purchaser led Validation activities to confirm that the solution is fit for purpose.
- 3.10.1.11. The Contractor shall be responsible for the planning, execution and follow-up of all TV&V activities. The Purchaser will assist in preparations by reviewing and providing feedback on all Contractor produced Configuration Items. The Purchaser will also provide testing and Functional Expertise during all TV&V activities to witness and assist with these activities.
- 3.10.1.12. The Contractor shall demonstrate to the Purchaser that there is a Test Process in place for the project, supported by Contractor Quality Assurance (QA).
- 3.10.1.13. Where requested by the Purchaser, the Contractor shall provide test data to support all TV&V activities. Test data shall be prepared by Contractor with support from the Purchaser and made available before each test activity. The Contractor shall provide, if necessary, a Data Sheet with all Master data needed to execute the test scenarios.
- 3.10.1.14. The Contractor shall follow the Purchaser defined TV&V processes.
- 3.10.1.15. If the Contractor wishes to propose a modification to the process, the proposal shall be approved by the Purchaser and documented accordingly.
- 3.10.1.16. The Contractor shall ensure that rigorous testing, including regression testing when required, is performed at every step in the TO-BE Business Process in order to identify and correct defects² as early as possible and minimise impact on cost and schedule.
- 3.10.1.17. All test, verification and validation material developed and used under the Contract shall be delivered to the Purchaser.
- 3.10.1.18. The Contractor shall appoint a Test Manager (See Section 2.3.4.11) for the activities defined in Table 6. Who will work closely with the Purchaser’s assigned TVV Manager and NQAR? The Purchaser will appoint Functional Experts for each test activity.
- 3.10.1.19. The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities during each Test Step or Event defined in Table 6 below:

Stage - Step	TV&V Activity	Purchaser Involvement
Construction Stage – Build Step	Unit Test (UT) – Internal Contractor activities executed during the Build Step to ensure the system conforms to its design specifications.	Review: Test Reports for Unit, Pre-Integration tests

² The term “defect” is an error, a fault or a malfunction inside a Configuration Item.

	<p>Pre-Integration Test (Pre-SIT) – Performed during each sprint by the Contractor with involvement of the Contractor to determine whether or not a Requirements/ User Story can be designated as “Done”.</p>	
<p>Construction Stage – Test Step</p>	<p>Independent assessment performed with Purchaser and led by Contractor to determine whether or not a system satisfies user needs, functionality, requirements, and user workflow processes etc. before it gets into operation. Ensures quality criteria defined in figure 7 Product Quality Criteria, for the following tests:</p> <p>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.</p> <p>User Acceptance Test (UAT) – Scenario based testing, focused on validating the system as per user needs. Testing by users to determine whether or not a system complies with its functional requirements and satisfies user needs. Users may be military users, business users, systems administrators or NCI Agency staff users.</p>	<p>Review: Event Test Plan, Security Test and Verification Plan (STVP), Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects</p> <p>Participate: TRR, Test Execution, Event Review Meeting (ERM). User Reviews (including internal users)</p>

Table 6 - List of TV&V Activities

3.10.1.20. The Purchaser reserves the right to monitor and inspect the Contractor’s TV&V activities to verify their compliance with the requirements set forth in this Contract.

3.10.1.21. The Contractor shall only proceed to the next formal TV&V activity, after the successful achievement of the previous TV&V activity and after the agreement/approval by the Purchaser.

3.10.1.22. At the start of each Test Steps or Event, the Contractor shall follow TV&V process defined in PMTP to perform the following activities:

- Planning and management of the test activity;
- The design and development of all tests cases and associated documentation required under this Contract;
- Running a Test Readiness Review (TRR) (see Annex L) to go through the TRR checklist;
- The conducting of all testing;
- Reporting the results in a Test Review Meeting (TRM) (See Annex L); and,
- Closure of the test Event (including the final version of all test artefacts created during the test event).

3.10.2. **Deliverables**

3.10.2.1. The Contractor shall provide a System Test Documentation Package, following documentation templates provided by the Purchaser that is comprised of the following documents (See Annex L):

Deliverable	Sent to Review/Approve
The Master Test Plan (PMTP)	At the PMR Milestone
Event Test Plans for individual test events (ETP)	4 weeks before start of TV&V event (i.e. Test Step)
Any submitted test Waivers together with supporting material	4 weeks before start of TV&V event
The Test Cases/Scripts/Steps	4 weeks before start of TV&V event
Status Reports	Periodically (to be defined in the PMTP)
Test Completion Report	1 week after end of TV&V event

Table 7 - Test Deliverables

3.10.2.2. The following timeline indicates by when the deliverables need to be provided to the Purchaser (and approved by the Purchaser) for each Test iteration (dates follow the timelines of the previous table):

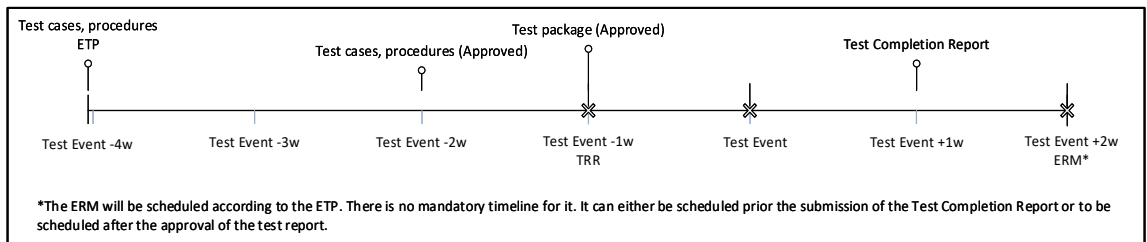


Figure 4 – Test Event timeline

3.10.2.3. Modification of inaccurate or inadequate TV&V deliverables and any subsequent work arising as a result shall be carried out at the Contractor's expense.

3.10.2.4. Templates provided by the Purchaser are to be utilized by the Contractor as structure guides and for the content, the Purchaser expects to be detailed. If the Contractor would like to propose a modification of the templates, it shall be approved by the Purchaser.

3.10.2.5. All deliverables shall undergo as many review cycles as are required, and shall be approved once all deficiencies³ have been corrected.

³ The term "deficiency" is considered to be an inadequacy or incompleteness process definition or execution

3.10.2.6. The Contractor shall use the Purchasers' categorization nomenclature for all defects and non-compliances as described in Annex L.

3.11. **Quality Assurance**

3.11.1. **Introduction**

3.11.1.1. The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) programme throughout the Contract.

3.11.1.2. The QA programme shall apply both the contractual requirements and the NATO requirements for ISO 9000/ 9001:2015 (see reference N) to provide confidence in the Contractor's ability to deliver products that conform to the Contractual requirements.

3.11.1.3. If any inconsistency exists between the SoW requirements and the references, the SoW requirements shall prevail.

3.11.1.4. The Contractor's QA effort shall apply to all services and products (both management and specialist) to be provided under the Contract. This includes all software and documentation being developed, designed, acquired, installed, integrated, maintained, or used under the Contract.

3.11.1.5. The Contractor's QA efforts shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products, in accordance with the requirements of this Contract.

3.11.2. **Roles and Responsibilities**

3.11.2.1. During the entire Contract implementation, the NQAR(s) assures the Contractor's compliance with all Quality related contractual requirements. The Purchaser, through its NQAR(s), is the authority concerning all Quality related matters.

3.11.2.2. The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the Contract.

3.11.2.3. The CQAR shall be accountable for the compliance to the defined QA process.

3.11.2.4. The CQAR(s) shall be responsible for assessing that the Contractual requirements have been complied with, prior proposing the Contractual services and products.

3.11.2.5. The CQAR shall report to a distinct manager within the Contractor's organisation at a level equivalent to or higher than the Project Manager.

3.11.2.6. The CQAR shall be the point of contact for interface with and resolution of quality matters raised by the NCI Agency or its delegated NQAR.

- 3.11.2.7. The Contractor shall support any NCI Agency or its delegated NQAR activity focused on monitoring Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation. In particular, the Contractor shall:
- Make himself/herself available to answer questions and provide information related to the project,
 - Allow the Purchaser representatives to inspect and monitor testing activities, and management, technical and quality processes applicable to the project.
 - Transfer to the Purchaser representatives all information deemed necessary to perform the QA activities, on his/her own initiative or on request by the Purchaser representative.
- 3.11.2.8. The Contractor shall ensure that CQAR(s) have the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.
- 3.11.2.9. The CQAR(s) shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.
- 3.11.2.10. The CQAR(s) shall participate in the early stages of the project to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.
- 3.11.2.11. The Contractor, through its CQAR(s), shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services that conform to contractual requirements only.
- 3.11.2.12. The Contractor shall maintain and, when required, deliver objective evidence of this conformance.
- 3.11.2.13. The Contractor shall prepare the testing process according to the contractual requirements and ISO/IEC/IEEE 29119 (See Reference O).
- 3.11.2.14. The Contractor shall prepare the test documentation in accordance to the contractual requirements and ISO/IEC/IEEE-29119-3 (See Reference O).
- 3.11.2.15. The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.
- 3.11.3. **Quality for Project Documents**
- 3.11.3.1. A formal change management process shall be applied to all project documents, including documents naming conventions as defined by the Purchaser and coordinated with the Contractor.
- 3.11.3.2. Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless otherwise specified).

- 3.11.3.3. The Contractor shall ensure that any change related to the project documents are controlled, with the identity, approval status, version and date of issue are clearly identified.
- 3.11.3.4. Project documents file names shall not contain any variable part, like version number, reviewer initials or maturity status. Version numbers and maturity status shall be designated in the document content and/or attributes.
- 3.11.3.5. See Section 6 for more requirements related to Project Documentation.

4. PROJECT MILESTONES

4.1. Project Milestones

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

4.1.2.	ID	Milestone	Required Completion Date
	AR	Architecture Review	P1KO + 6 Mo
	EDC	Effective Date of Contract	P1KO - 2 weeks
	FSA1	Final System Acceptance 1	P1KO + 12 Mo
	FSA2	Final System Acceptance 2	P2KO + 11 Mo
	PE	Project End	P1KO + 28 Mo
	PMR	Project Management Review	P1KO + 2 Mo
	PSA1	Partial System Acceptance 1	P1KO + 8 Mo
	PSA2	Partial System Acceptance 2	P1KO + 12 Mo
	PSA3	Partial System Acceptance 3	P1KO + 12 Mo
	PSA4	Partial System Acceptance 4	TBN* @ Option Exercise
	PSA5	Partial System Acceptance 5	TBN* @ Option Exercise
	PSA6	Partial System Acceptance 6	TBN* @ Option Exercise
	P1KO	Phase 1 Kick-off	EDC + 2 weeks
	P2KO	Phase 2 Kick-off	TBN* @ Option Exercise
	SA	Security Accreditation	P1KO + 8 Mo

- 4.1.3. Table 8 shows the formal project milestones.

ID	Milestone	Required Completion Date
AR	Architecture Review	P1KO + 6 Mo
EDC	Effective Date of Contract	P1KO - 2 weeks
FSA1	Final System Acceptance 1	P1KO + 12 Mo
FSA2	Final System Acceptance 2	P2KO + 11 Mo
PE	Project End	P1KO + 28 Mo
PMR	Project Management Review	P1KO + 2 Mo
PSA1	Partial System Acceptance 1	P1KO + 8 Mo
PSA2	Partial System Acceptance 2	P1KO + 12 Mo
PSA3	Partial System Acceptance 3	P1KO + 12 Mo
PSA4	Partial System Acceptance 4	TBN* @ Option Exercise
PSA5	Partial System Acceptance 5	TBN* @ Option Exercise
PSA6	Partial System Acceptance 6	TBN* @ Option Exercise
P1KO	Phase 1 Kick-off	EDC + 2 weeks
P2KO	Phase 2 Kick-off	TBN* @ Option Exercise
SA	Security Accreditation	P1KO + 8 Mo

Table 8 – List of Project Milestones

4.2. **High-Level Project Overview and Constraints**

- 4.2.1. There are 2 Phases and several stages, defined in the scope of the project. Each Phase starts with a Kick-off (P1KO and P2KO) and ends with the Final System Acceptance (FSA1 and FSA2).
- 4.2.2. Should the Purchaser exercise the Phase 2 contract Option, the total Project implementation is foreseen to span no more than twenty-eight (28) months.
- 4.2.3. The Oracle HCM Cloud implementation and integration with the NCI Agency's ERP System is configured and operational at latest 6 months after P1KO.
- 4.2.4. The Contractor shall deliver all necessary Security Accreditation documentation (see Section 3.4.4) and support the process as necessary until its successful conclusion:
 - Which is confirmation from the Purchaser's Security Accreditation Authority (i.e. The NATO Office of Security) that the risk of not being granted full accreditation or an Authority to Operate is low, at the latest 6 months after P1KO.
 - Which is the achievement of the full Security Accreditation, at the latest 8 months after P1KO.
- 4.2.5. The Contractor shall implement all selected Users Stories under the feature "Manage Talent Profiles" which is a sub-category of the Performance Management Epic at the latest 8 Months after P1KO. The successful achievement is designated as PSA1.
- 4.2.6. The Contractor shall implement all selected User Stories for Absence and Overtime at the latest 12 months after P1KO. The successful achievement is designated respectively as PSA2 and PSA3. The Purchaser confirmed achievement of PSA1, 2 and 3 are the prerequisites for the achievement of FSA1.
- 4.2.7. Because the Purchaser is currently upgrading the current application (i.e. SumTotal), it is recommended to roll out the remaining User Stories of Performance Management as one of the last Epics. This shall reduce the risk of end-User abstention when transitioning to HCM Cloud. The successful achievement is designated as PSA4.
- 4.2.8. The Ask HR Epic shall follow the same track as Performance Management. The successful achievement is designated as PSA5.
- 4.2.9. Learning Management process group shall be scheduled for implementation at the tail end of the project. The successful achievement is designated as PSA6.
- 4.2.10. The achievement of the Partial System Acceptances, which are part of Phase 2, is called FSA2. This should not be later than 11 Months P2KO.

- 4.2.11. 1 year Warranty shall be included on the implemented requirements from Phase 1 and 2, and shall start respectively after achievement of FSA1 and FSA2.
- 4.2.11.1. The Operation and Maintenance Support period of 5 Months shall cover all implemented requirements in Phase 1 and 2 and shall start after the achievement of FSA2.
- 4.2.12. Figure 5 shows an illustrative HCM implementation concept with the major milestones reflected.

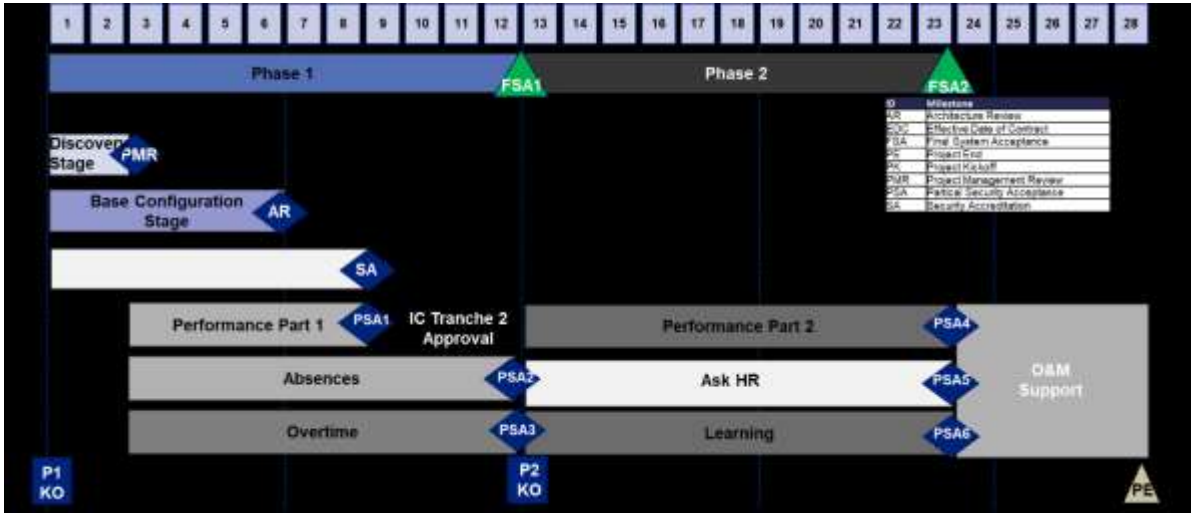


Figure 5 – Illustrative HCM Implementation Concept

- 4.3. **Phase Kick-Off**
 - 4.3.1. The CPM or designated representative shall participate in the Phase 1 kick-off (P1KO) meeting with the PPM, PPO, PCO and other members of the Purchaser team. This meeting shall be held within 2 weeks after the Effective Date of Contract (EDC), normally at the Purchaser’s facility (if COVID Regulations allow), with attendance of the Contractor’s key team in person being mandatory.
 - 4.3.2. The Contractor shall be prepared to present the draft PMP with annexes used for the Bid, updated if necessary (not to be formally reviewed).
 - 4.3.3. The purchaser has the intention to organize a formal Phase 2 Kick-off (P2KO) meeting prior to the start of Phase 2.
- 4.4. **Project Management Review (PMR)**
 - 4.4.1. The purpose of the PMR is to approve the scope and the roadmap for Contractor activities provided within this Contract.
 - 4.4.2. The Contractor shall provide the deliverables as listed in the table 9 for the entry to the PMR:

Deliverable	Notes
Project Management Plan (PMP)	Described in Section 2.8.6
Updated Requirements Traceability Matrix	Includes all requirements, which will be in scope of the project including the selected Should and Could have customisations.

Table 9 – Products to review in the PMR milestone

4.4.3. Entry Criteria for the PMR

4.4.3.1. Contractor has successfully delivered the required Deliverables as listed in Table 9.

4.4.4. Acceptance Criteria for the PMR

4.4.4.1. Purchaser written approval of the content of the PMP and its Annexes.

4.4.4.2. Purchaser written approval of the updated RTM including the customisations (see contract SSS CLIN 3) which the Contractor has to implement as part of the contract.

4.4.4.3. Purchaser written confirmation of achieving User commitment to the User-related activities and schedule in the PMS.

4.5. Architecture Review (AR)

4.5.1. 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?
- Is the integrated Development(s) and Production environments installed and stable?
- Is the risk of not being granted full accreditation or an Authority to operate low?

4.5.2. The Contractor shall provide the Deliverables listed in the table 10 for entry to the AR:

Deliverable	Notes
Solution Integration	This will explain the integration strategy on how the proposed solution will integrate with Oracle EBS 12.2.10.

Data Migration Strategy	There is a need to migrate a large amount of data from their current Sum total and SharePoint tools and other sources, to the new HCM capability. There might also be the need to enhance the data.
Integrated Logistics Support Plan (ILSP)	Describe the processes for Maintenance and Support, Training, Warranty and Contractor Support.
Development Environment(s)	Deploy Development environment(s) with integration to EBS shall be ready before Construction starts.
Production Environment(s)	Deploy Production environment with integration to EBS shall be ready before Construction.
Low Risk Accreditation Statement and Approval for Testing	Confirmation that the risk of not being granted full accreditation or an Authority to Operate is low and receive Approval for Testing.

Table 10 – Products to review in the AR milestone

4.5.3. **Entry Criteria for the AR**

- 4.5.3.1. Contractor has successfully delivered the required Deliverables as listed in Table 10.
- 4.5.3.2. Contractor has successfully deployed the Integrated Development and Production environments.
- 4.5.3.3. All relevant workshops and meetings have been successfully concluded and Meeting minutes have been approved by the Purchaser.

4.5.4. **Acceptance Criteria for the AR**

- 4.5.4.1. The Contractor has provided the final CIS description.
- 4.5.4.2. The Contractor has delivered all necessary Security Accreditation related deliverables (see Section 3.4.4).
- 4.5.4.3. Purchaser written approval of the Products for the AR.

4.6. **Security Accreditation (SA)**

- 4.6.1. Security Accreditation for NATO Communications and Information Systems (CIS) is a structured process to ensure that an adequate level of protection is achieved and maintained throughout the life cycle of the CIS.
- 4.6.2. The Contractor shall provide the Deliverables listed in the table 11 supported by the Purchaser's Accreditation Support Office for entry to the SA (See Section 3.4.4):

Deliverable	Notes
Final CIS Description	Approval Before P1KO + 2 Months
Security Accreditation Plan	Approval Before P1KO + 2 Months
Security Risk Assessment	Approval Before P1KO + 3 Months
System-specific Security Requirement Statement	Approval Before P1KO + 3 Months
Security Operating Procedures	Approval before P1KO + 5,5 Months

Security Test and Verification Plan	Approval before P1KO + 5 Months
Security Test and Verification Report without Critical and High Findings	Approval before P1KO + 6 Months
Final Accreditation Documentation Set (all above deliverables)	Approval before P1KO + 7 Months
Security Accreditation Achieved	Approval before P1KO + 8 Months

Table 11– Products to review in the SA milestone

4.6.3. Entry Criteria for the SA

- 4.6.3.1. Contractor has successfully produced the required deliverables as listed in Table 11.
- 4.6.3.2. All relevant workshops and meetings have been successfully concluded and Meeting minutes have been approved by the Purchaser.

4.6.4. Acceptance Criteria for the SA

- 4.6.4.1. Written approval of the ADS deliverables before the defined deadlines in Section 4.7.3.
- 4.6.4.2. Received a positive Security Accreditation statement for the CIS.

4.7. Deployment Readiness Review (DRR)

- 4.7.1. This milestone, sometimes referred to as the Go / No-Go Decision, shall verify if the Contractor has done everything necessary to enable the deployment of a developed software baseline to Production and is followed by a PSA.
- 4.7.2. The DRR milestones shall be used to determine the following items:
 - Have the functional requirements been implemented?
 - 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 User Acceptance Testing completed?
 - Have the training materials been completed and accepted?
 - Are all User Stories in this stage designated as “Done”?
 - Has the data migration and data enhancement for this deployment been completed?
- 4.7.3. The Contractor shall provide the Deliverables listed in Table below for entry to the DRR:

Deliverable	Notes
-------------	-------

Updated TOM	Documenting the TO-BE business processes that will be in effect after the EBA R3 capability has been deployed.
Updated Product Backlog	All User Stories for this Epic are designated as Done.
Integration and Regression testing	Testing cycles prior to UAT are finished.
User Acceptance Testing	The formal User Acceptance Tests have been completed and Signed-off.
Training Materials	Final training materials are completed.
Technical Documents	Both offline and Online Documents are available
Transition Plan	Defines the cutover plan for taking the new system into production.
Migrated and converted Data	Data migration relevant for this Epic must be completed.
HCM Baseline increment	A HCM Baseline to be deployed to Production.
Updated PMP/PMS	Any deviations from the initial plan and the plan for the remainder of the project.

Table 12– Products to review in the DRR milestones

4.7.4. **Entry Criteria for the DRR**

- 4.7.4.1. Contractor has delivered to the Purchaser all the required Deliverables as listed in Table 12.
- 4.7.4.2. All relevant workshops and meetings have been successfully concluded and Meeting minutes have been approved by the Purchaser.
- 4.7.4.3. A baseline software increment is available and ready to be deployed to Production.

4.7.5. **Acceptance Criteria for the DRR**

- 4.7.5.1. Post-Go Live Contractor resources in place for support.
- 4.7.5.2. Purchaser written approval of the Deliverables for the DRR.
- 4.7.5.3. Purchaser Confirmation for the dates of the Transition Plan including the Go-Live.
- 4.7.5.4. CIS Security Accreditation is obtained.
- 4.7.5.5. Confirmation for the plan for Hypercare.

4.8. **Partial System Acceptance (PSA)**

- 4.8.1. The PSA milestone shall be used to determine compliance of the following items:
 - Was the Transition and Go-Live successful?
 - Is the deployed baseline stable?
 - Is the HyperCare Finished?
 - Have Severity 1/2 issues been addressed and resolved with the stakeholders?
 - Is the training completed and accepted?

4.8.2. The Contractor shall provide the Deliverables listed in Table 13 for entry to the PSA milestone:

Deliverable	Notes
Transition Report	Report on how the Transition Plan was implemented.
User Training	All User training must have been delivered before PSA.
Administrator Training	All technical training for support staff for HCM Cloud must be delivered before PSA.
HCM Baseline increment	Baseline increment is live on the Production environment.
HyperCare	HyperCare is finished and no severity 1/2 issues remain open.
PMP/PMS	Updated plan / schedule showing the resources and timing for the rest of the project.
Issue and Problem Report	Analyse the Issue/Problem Log and consider the business impact and risk of any unresolved issues. Document this analysis in a log or migrate to the Contractor Incident management System.

Table 13 – Products to review in the PSA milestone

4.8.3. Entry Criteria for the PSA

- 4.8.3.1. Contractor has delivered to the Purchaser all the required Deliverables as listed in Table 13.
- 4.8.3.2. All relevant workshops and meetings have been successfully concluded and Meeting minutes have been approved by the Purchaser.
- 4.8.3.3. A HCM baseline has been deployed to Production and stable.
- 4.8.3.4. HyperCare is completed.
- 4.8.3.5. User Training for implemented functionalities has been completed.
- 4.8.3.6. Production version confirmed by Purchaser as stable.

4.8.4. Acceptance Criteria for the PSA

- 4.8.4.1. Purchaser written approval of the Products for the PSA.
- 4.8.4.2. Purchaser Confirmation for the plan for the rest of the project.
- 4.8.4.3. Purchaser written acknowledgement of successful IT Transition of the baseline.

4.9. Final System Acceptance (FSA)

- 4.9.1. There are 2 FSA milestones (FSA1 and 2) defined in this project which shall check if the Contractor has done everything necessary to complete the implementation of a Phase and which will determine the end of the Phase. The Warranty of 12 Months on the implemented Epics of the Phase shall start after the formal acceptance of FSA.

- 4.9.2. The FSA milestone completion criteria are the following items:
- Is PSA for all the Epics in the Phase obtained from the Purchaser?
 - Are all Operational issues addressed and resolved with Purchaser stakeholders?
 - Are the Business change activities completed?
 - Is the application and database administration and support staff trained for support?

4.9.3. The Contractor shall provide the Products listed in Table 14 for entry to the FSA milestone:

Deliverable	Notes
Transition	Transition Completed for all Iterative Developments steps in the particular Phase.
User Training	All User training for the Epics in the Phase must have been delivered before FSA.
Hypercare	All Hypercare activities for the Epics in the particular Phase are completed.
Administrator Training	All technical training for support staff for HCM Cloud must be delivered before FSA. Full Knowledge handover done.
HCM Baseline	Baseline increment for the particular Phase is live on the Production environment.
TOM	All TO-BE Business Processes for the particular Phase are documented
Project Documents	All Documents have been saved on NATO Drives for the particular Phase.
Lessons Learned Report	Document (positive and negative) lessons for the particular Phase that might be of value to future projects or Phases.

Table 14 – Products to review in the FSA milestone

4.9.4. **Entry Criteria for the FSA**

- 4.9.4.1. Contractor has delivered to the Purchaser all the required Deliverables as listed in Table 14, for the particular Phase.
- 4.9.4.2. HCM baseline for the particular Phase has been successfully accredited and deployed to Production.
- 4.9.4.3. All User and Administrator Trainings have been completed for the particular Phase.
- 4.9.4.4. Production environments are operational and stable.
- 4.9.4.5. Contractor has delivered all the required Deliverables for the particular Phase.

4.9.5. **Acceptance Criteria for the FSA**

- 4.9.5.1. Purchaser approval of the Deliverables for the FSA.

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

4.10.1. This milestone shall be reached when all the remaining deliverables are completed and the 5 Months of Operations and Maintenance support is ended.

4.10.2. The Contractor shall provide the deliverables listed in 15 for the PE milestone.

4.10.3. **Entry Criteria for PE**

4.10.3.1. The Operations and Maintenance support has been successfully completed.

4.10.3.2. 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 15 – Deliverables to review in the PE milestone

4.10.4. **Acceptance Criteria for PE**

4.10.4.1. Purchaser approval of the deliverables for PE as listed in Table 15.

5. LABOUR CATEGORY DESCRIPTIONS

5.1. General

5.1.1. This Section outlines minimum educational and experience qualifications for Contractor Personnel. Substitution of experience or education is allowed as outlined in Table 16.

Education	Equivalent Education + Experience	Equivalent Experience
Associate's degree	N/A	2 years of directly relevant experience
Bachelor's degree	Associates degree + 2 years of directly relevant experience	6 years of directly relevant experience
Master's degree	Bachelor's degree + 4 years of experience	8 years of directly relevant experience

Table 16 – Education and Experience

5.1.2. Any change in the assignment of the Contractor Key Personnel resources shall be subject to advance approval from the Purchaser Contracting authority (Ref. contract Special Provisions, Clause 10, "Key Personnel and Contractor Team Adequacy").

5.1.3. The Contractor shall propose candidates, which meet the requirements listed in this Section, satisfying the requirements stated for the requested labour category or role.

5.1.4. The Contractor shall propose candidates which are Fluent in English.

5.1.5. The Purchaser expects the Contractor's Staff to meet the following performance requirements (list is non-exhaustive):

- 5.1.5.1. 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 HCM Cloud;
 - Effectiveness in providing the required level of support for the entire EBA R3 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.

5.1.5.2. 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.

5.1.5.3. 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 (soft) skills.

5.2. **Levels of Expertise**

5.2.1. The Labour categories are 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 or been responsible for significant research work. 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 Bachelor 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. **Labour categories**

5.3.1. Contractor’s Project Manager (CPM) – Key Personnel - LEVEL 1

5.3.1.1. 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 the following:

- 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 technical work, project risks, quality, and corporate performance;
- Managing the development of designs, 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;
- Ensuring that all activities conform to the terms and conditions of the contract.

5.3.1.2. Education:

- Master degree in management, engineering, or business administration;
- Formal certification through PRINCE2 Certification Practitioner or Project Management Institute or equivalent source.

5.3.1.3. Experience:

- At least 8 years' in information systems design and project management;
- At least 8 years' as the project manager for an effort of similar scope, managing ERP solutions;
- Having managed a minimum of three full life cycle ERP projects of similar size;
- At least 3 years' experience with Agile teams, experience with agile methods such as DSDM, Scrum or Kanban;
- Recent implementation experience with Oracle Cloud (Fusion) and/ or Oracle EBS;
- Have experience with public sector entities and/or international organisations.

5.3.2. Contractor's Solution Architect (CSA) – Key Personnel - LEVEL 1

5.3.2.1. 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 the following:

- Providing comprehensive definition of all aspects of HCM Cloud development;
- Providing competency in technical disciplines of CIS Systems and its integrations;
- 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.

5.3.2.2. Education:

- Master degree in engineering or computer science or equivalent.

5.3.2.3. Experience:

- At least 8 years' experience in the design and integration of business applications;
- At least two years' experience with Agile teams, experience with Agile approaches such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal;
- Have more than 10 years of IT project experience ;
- Have experience working with the full lifecycle of the Oracle HCM Cloud Services in the scope of the project;
- Have experience working with Integration software and connections to Oracle HCM Cloud Services;
- Have Oracle Cloud (Fusion) Suite Certifications;
- Have experience working with the full lifecycle of the Oracle E-Business Suite and the functional areas in the scope of the project;
- Have experience with public sector entities and/or international organisations;
- Have experience implementing one or more Oracle HCM Cloud services in scope of the project.

5.3.3. Contractor's Technical Lead (CTL) – Key Personnel - LEVEL 1

5.3.3.1. The CTL will lead the design and specification, custom software design and development (if any is required), interface design and development, report design and data migration:

- Provides thought leadership and a hands-on approach around devising technical solutions while collaborating with other Developers on creating efficient cross-domain developments;
- Oversees developing a robust application framework with clear expectations for security, performance, flexibility, and simplicity;
- Providing competency in technical disciplines as applied to government and commercial information and communications systems;
- Supervising the work of the developer team;
- Coordinating the overall solution (within the Contractor and Purchaser teams) and Functional team of the solution.

5.3.3.2. Education:

- Master degree in engineering or computer science or equivalent.

5.3.3.3. Experience:

- At least 6 years' experience in the design and integration of business applications;

- At least 3 years' experience with Agile teams, experience with Agile approaches such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal;
- Have more than 3 years of IT project experience;
- Have more than 4 years' experience developing with Oracle PL/SQL Coding standards and guidelines;
- Have collaborated in the development of Customisations as part of at least 2 Oracle HCM Cloud projects;
- Have been the lead in the development of Oracle EBS or HCM Cloud projects.

5.3.4. Contractor's Functional Lead (CFL) – Key Personnel - LEVEL 1

5.3.4.1. The CFL will lead the configuration, business process improvement, functional solution design of the HCM Cloud solution to be delivered under the contract.

5.3.4.2. Education:

- Master Degree in engineering or computer science or equivalent;
- Have Oracle HCM Cloud (Fusion) Suite Certifications.

5.3.4.3. Experience

- At least 8 years' experience in configuring and integration of business applications;
- At least 3 years' experience with Agile teams, experience with Agile approaches such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal;
- Have more than 5 years of IT project experience;
- Have implemented and configured requirements in at least 4 Oracle HCM Cloud projects;
- Have implemented and configured requirements in at least 4 Oracle EBS projects;

5.3.5. Contractor's Functional Experts (CFE) – Non Key Personnel - LEVEL 2

5.3.5.1. The Functional Experts will do the configuration, draft the TO-BE business processes, and functional solution design of the HCM Cloud solution to be delivered under the contract. These Subject Matter Experts report to the functional lead who is responsible for them through the entire project.

5.3.5.2. Education:

- Bachelor degree in engineering or computer science or equivalent.
- Have Oracle HCM Cloud (Fusion) Suite Certifications;

5.3.5.3. Experience

- At least 5 years' experience in configuring and integration of business applications;

- At least 3 years' experience with Agile teams, experience with Agile approaches such as DSDM, Scrum or Kanban. Recent implementation experience with the COTS tool in the proposal;
- Have more than 5 years of IT project experience;
- Have implemented and configured requirements in at least 2 Oracle HCM Cloud projects;
- Have implemented and configured requirements in 1 or more Oracle EBS projects;

5.3.6. Contractor's Test Manager (CTM) – Non Key Personnel - LEVEL 2

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

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

5.3.6.2. Education:

- Bachelor's degree or higher in engineering or equivalent.

5.3.6.3. Experience:

- Have more than 3 years of IT experience, 2 of which must be in leading testing activities for Oracle solutions, including at least one project implementing Oracle E-Business or Fusion Suite where programmatic data migration was included within the project scope;
- Have experience in Oracle Test planning, preparing test strategy, preparing test scripts, managing test cycles incl. regression test cycles;
- At least five years' experience in the design and execution of tests for business applications or information systems;
- Recent testing experience with Agile teams.

5.3.7. Contractor's Change Manager (CCM) – Non Key Personnel - LEVEL 2

5.3.7.1. The CCM shall support the Purchaser with the maintenance of Communication Strategy and 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.

5.3.7.2. Education:

- Bachelor degree or higher or equivalent.

5.3.7.3. Experience:

- At least five years' experience working with transformation projects. Recent experience with change activities in Agile development;
- Have more than 5 years of change management experience;

- Have experience in delivering effective change management for projects of similar size;
- Have been responsible for leading a change management effort for a public sector and/or international organisation comparable in size and complexity with the NCI Agency.

6. PROJECT DOCUMENTATION

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 D.
- 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 Products 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. A Hybrid Agile approach includes some non-Agile milestones to do formal reviews by the Purchaser. However, the main Construction stage, which will close after the last Partial System Acceptance (see Section 4.8), will use an Agile approach so as to minimise the document requirements burden in this Phase. However, there are a few exceptions to this:
- 6.4.1.1. The Contractor team will start with the background of the CIS Description, 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 documents 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 Contractor will be derived from a User Story Requirement 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 HCM Cloud, 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 in the TOM (see section 3.8.2). It is foreseen 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 Products within a milestone review meeting (see Section 2.14.4).
- 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.
- The Contractor shall provide a first draft minimum twenty (20) working days before a Milestone Review meeting to enable the Purchaser Team to meet the timelines mentioned in this Section.
 - The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within two weeks of receipt by the Purchaser.
 - The first draft shall be substantially complete and correct with only minor corrections necessary.
 - The Purchaser reserves the right to return without review a document that has significant deficiencies.
 - The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.
 - The Contractor shall resubmit the document as a revised draft (version 0.2) incorporating the Purchaser's comments within ten (10) working days weeks after receipt by the Contractor.
 - The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within one week of receipt by the Purchaser.
 - 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.
 - The Contractor shall provide the Final (version 1.0) document within ten (10) working days receipt of the Purchaser's comments on the revised draft. Thus, the total time to complete the review shall be twenty (20) working days. 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.
- 6.4.6. Regarding planning constraints, the Contractor's Project Schedule must allow a minimum of 10 (ten) working days for the Purchaser to review and approve any other Contractor submitted project document deliverable.

7. ACRONYMS

Abbreviation	Description
ADS	Accreditation Documentation Set
AR	Architecture Review
BC	Business Change
BI	Business Intelligence
CBT	Computer-Based Training
CCM	Contractor Commercial Manager
CIS	Communication and Information System
CLIN	Contract Line Item Number
CNAFS	Centralized NATO Financial System
CO	Contracting Officer
COTS	Commercial Off-The-Shelf
CPM	Contractor Project Manager
CQM	Contractor Quality Manager
CR	Change Request
CSA	Contractor Solution Architect
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
ERM	Event Review Meeting
ERP	Enterprise Resources Planning
FSA	Final System Acceptance
IaaS	Infrastructure as a Service
PSA	Partial System Acceptance
IPR	Intellectual Property Rights

IT	Information Technology
IVV	Independent Verification and Validation
IWC	Interim Workforce Capacity
MoSCoW	Must, Should, Could, Won't
MS	Microsoft
NATO	North Atlantic Treaty Organisation
NCIA	NATO Communication and Information Agency
NCSC	NATO Cyber Security Centre
NSIP	NATO Security Investment Programme
NQAR	NATO Quality Assurance Representative
NU	NATO UNCLASSIFIED
O&M	Operations and Maintenance
OBIA	Oracle BI Applications
OUM	Oracle Unified Method
OLA	Operational Level Agreement
PB	Project Board
PBS	Product Breakdown Structure
PE	Project End
PEnv	Production Environment
PFP	Purchaser-Furnished Property
PMI	Project Management Institute
PMP	Project Management Plan
PMR	Project Management Review
PMS	Project Master Schedule
PMTTP	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
RFC	Request for Change
RFQ	Request for Quotation
RTM	Requirements Traceability Matrix
SAA	Security Accreditation Authority
SaaS	Software as a Service
SIT	System Integration Test
SLA	Service Level Agreement
SOW	Statement Of Work
SSBA SL	Service Support and Business Applications Service Line
STANAG	Standardization Agreement
TEnv	Test Environment
TRM	Test Review Meeting
TRR	Test Readiness Review
TT	Trouble Ticket
TV&V	Testing, Verification and Validation
UAT	User Acceptance Test
WP	Work Package

ANNEX A. FUNCTIONAL REQUIREMENTS

The set of business requirements/ User Stories that are part of this Statement of Work is provided separately as an MS Excel document in Book II - Annex A – Business Requirements.

ANNEX B. NON-FUNCTIONAL REQUIREMENTS

The set of non-functional or System and Security requirements that are part of this Statement of Work is provided separately as an MS Excel document in Book II - Annex B – Non-Functional Requirements.

ANNEX C. ARCHITECTURE GUIDANCE

Architecture of EBA Release 1

Before the deployment 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.

Envisioned High-level Architecture for Integration software

The scope of this solution would be to implement a hybrid cloud solution, where only a sub set of the HR Core data would be processed and stored in the HCM Cloud solution. Further sub set data details are provided in Table 17 – HR Business Objects.

Hybrid cloud refers to a mixed computing, storage, and services environment made up of on-premises infrastructure and a public cloud. HCM Cloud or SaaS needs to couple with other applications in our data centre.

Information is fed into our enterprise resource planning (ERP) system that is housed in our data centre. It is critical that processes that allow information to securely flow among these systems are enabled. This hybrid SaaS approach, as described earlier would process and store a subset of the HR Core data that is housed on premise, within our data centre.

An Integration Software shall be installed on premise using a secure network protocol to process encrypted data to HCM Cloud. The full details of the integration solution will be architected during the architecture design.

The following Business Objects typically get interfaced (more clarification and details to be obtained during the Discovery stage):

Business Object Group	Business Objects
Work Structures	Location Grade Position Job Organization
Talent Management	Establishment Rating Model Content Item
Person	Person Details Person Name Person National Identifier Person Email Person Address Person Phone Person Ethnicity Person Legislative Information Person Citizenship
Employment	Work Relationship Work Term Assignment Assignment Supervisor
Profile Management	Profile Profile Item

Table 17 – HR Business Objects

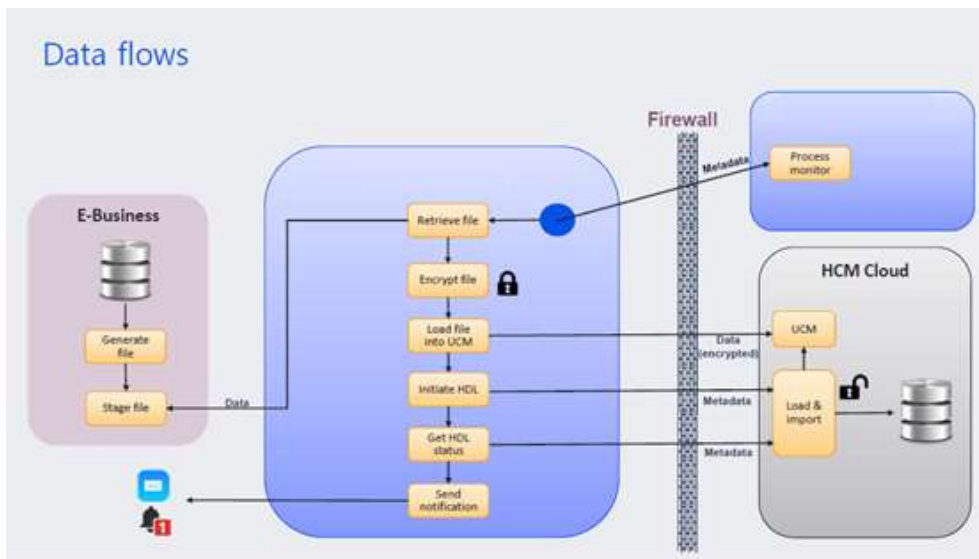


Figure 6 – Illustrative Architecture (For Reference only)

Below is some context on the Data flow diagram:

- The Integration Software retrieves the file with the relevant HR data from EBS;
- The Integration Software transforms and loads the HR data into Universal Content Management (UCM);
- The Integration Software does a web service call to initiate the load into HCM Cloud;
- The Integration Software does a web service call to retrieve the status of the load;
- The Integration Software sends a notification with the status details.
- The call from the Integration Software on Premise to the Integration Software in the cloud is to retrieve the integration configuration details (pure metadata).

ANNEX D. BUSINESS USE CASES LEARNING MANAGEMENT

The NCIA Academy produced Use Cases to better explain the processes for managing external and internal learning/training. These Use Cases overlap with Performance requirements. This is provided separately as an MS Word document,– Annex D – Business Uses Cases Learning Management. For each Use Case there is a reference into the Annex A – Functional requirements.

ANNEX E. USER PROFILES AND COUNTS

The NCI Agency Human Resources capability will support a wide variety of users within the NCI Agency. A simplified list of roles or User Profiles can be found below and are used at all NCI Agency locations indicated in Annex I. The Contractor shall detail or add new User categories during the development of the TO-BE Processes.

User Category	Description	Main features for this User category
HR Administrator	A System Administrator at NCI Agency performing some administration activities as defined by the Service Owner	All areas requiring system administration
HCM Stakeholder	Users/consumers of the HCM reports on performance, long term leaves, vacancies, gaps, Etc.	Reports on gaps, trends, and forecasted vacancies
Manager	A Manager at NCI Agency (Civilian or Military) running business services or long-term projects for various customers. Can be a Line manager, Leave approver, Overtime approver, Performance Approver	Employee management, Leave requests, entitlements, performance, career development, Skills analysis gap
Staff Member (SM)	Any employee or Contingent Worker (IWC) at NCI Agency	Absence Requests, Performance Agreements, Self- service, learning and training catalogues, etc.
External Learners	<ul style="list-style-type: none"> External Training Coordinator (ETC, works outside the NCI Agency, but is part of one of the NATO entities or partner organizations) External learner (works for one of the NATO entities or partner organizations) 	Learning and Training management. See Annex D users stories.

Table 18 – User Profiles

The table below provides a summary of the various Person Types and counts of users per process group.

Person Type/ Process Group	Absence & Leave	Overtime	Performance	Ask HR
NATO International Civilians in NCIA (NICs)	2050	200	1930	2050
Intern	10		735	10
Local Wage Rate	15			15
Military Staff	600		700	600
National Civilian	50			50
Voluntary National Contribution	25			25
HR Consultant (HR contract)	20			20
Contractor (Supplier contract with company)	580			580
Services Contractor (contract with person e.g. cook)	50			50
Temporary Worker	100			100
Total	3500	200	2600	3500

Table 19 – User Counts

ANNEX F. HR FORMS

This document provides examples of the HR Forms to consider for automated workflows into Ask HR. These forms are provided separately as a pdf in Annex F – HR Forms

ANNEX G. AS-IS BUSINESS PROCESSES

The set of AS-IS business Process diagrams which are part of this Statement of Work is provided separately as a Word Document in Book II - Annex G – AS-IS Business Processes.

ANNEX H. NATO CIVILIAN PERSONNEL REGULATIONS

This document provides the rules that govern member of NATO staff on work, leave, reports, performance assessments, as well as rules applicable to consultants and temporary personnel. This is provided separately as an MS Word document in Book II - Annex H – NATO Civilian Personnel Regulations.

ANNEX I. NCIA LOCATIONS

NCIA has staff located in 12 different countries and in some situations several locations within a country. Note that not all locations, even within the same Country have the same statutory holidays. The table below lists all the cities where there are NCIA Locations.

Country	Location
Belgium	Braine-l'Alleud
Belgium	Brussels
Belgium	Kester
Belgium	Mons
Germany	Ramstein
Germany	Uedem
Germany	Ulm
Germany	Wesel
Greece	Athens
Italy	Atalanti
Italy	La Spezia
Italy	Lughezzano
Italy	Naples
Italy	Poggio Renatico
Italy	Sigonella
Netherlands	Brunssum
Netherlands	The Hague
Norway	Eggemoen
Norway	Stavanger
Poland	Bydgoszcz
Portugal	Fonte da Telha
Portugal	Monsanto
Portugal	Oeiras
Portugal	Oeiras_Academy
Spain	Torrejon
Turkey	Ankara
Turkey	Izmir
Turkey	Menderes
United Kingdom	Molesworth
United Kingdom	Northwood
United Kingdom	Oakhanger
United Kingdom	Yeovilton
United States	Norfolk

Table 20 NCIA Locations

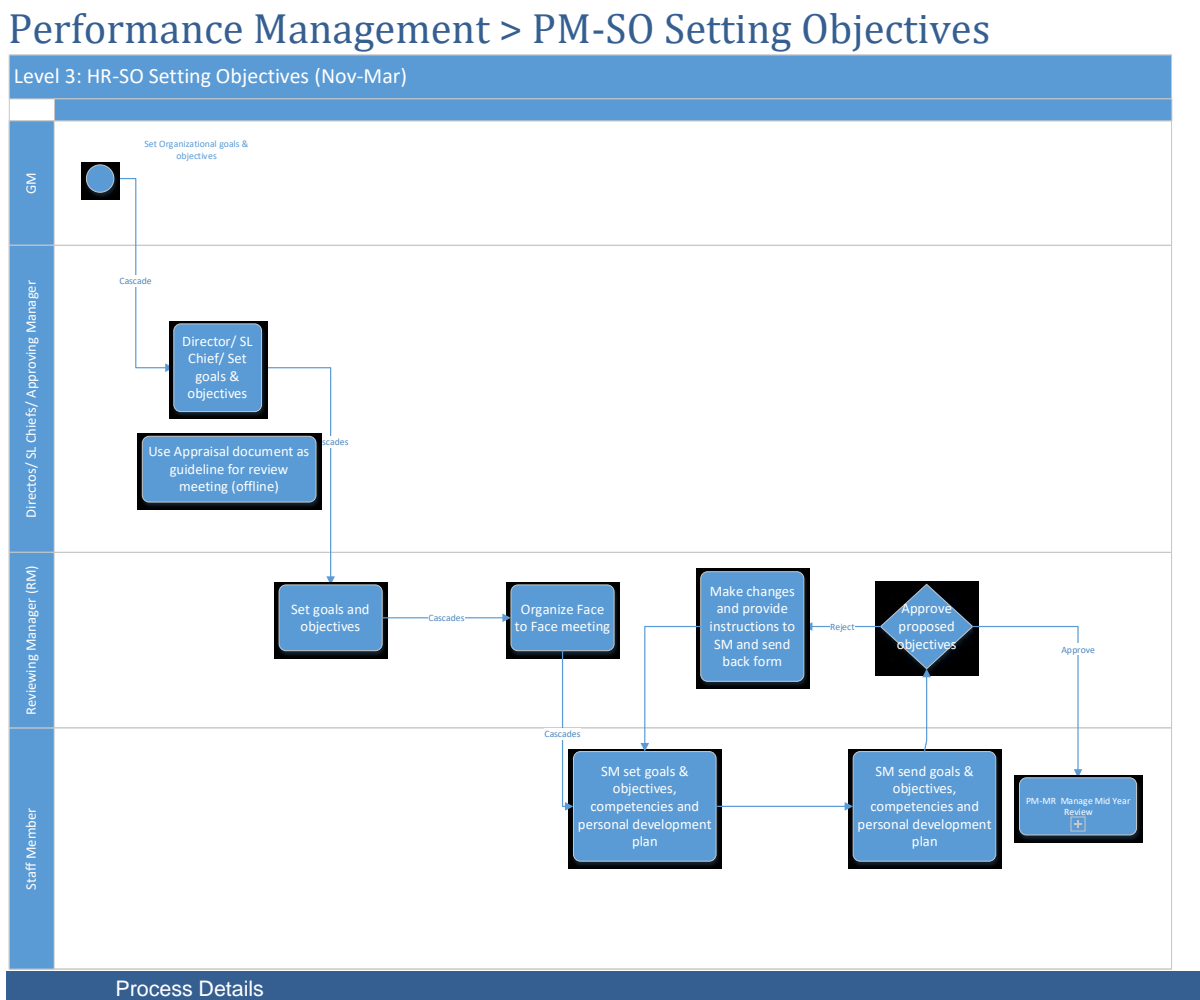
ANNEX J. CLOUD-BASED CIS DESCRIPTION TEMPLATE

This document provides the CIS description template for the HCM Cloud System which has to be completed by the Contractor as part of the Security Accreditation documentation. This template is provided separately as a pdf in Annex J – Cloud-Based CIS Description Template.

ANNEX K. TARGET OPERATING MODEL TEMPLATE

The “Setting Objectives” process was used to describe how the target operating model shall be delivered for the HCM Cloud System. The Contractor shall use the below template to document all Level 1, 2 and 3 processes (See Section 3.8.2).

Details of the diagramming scale and available size will be provided.



Process Name	HR-SO Setting Objectives (Nov-Mar)
Purpose	This HR process explains the process steps and activities to manage objectives setting. These objectives can be set annually and/or be included in the Performance Management Plan.
Description	<p>Following process steps are part of the Setting Objectives Process:</p> <ol style="list-style-type: none"> 1. Set and Review Employee Objectives: This includes the setting, sharing and aligning of objectives between the manager and staff member or between the staff members within a team. 2. Modify and review the changes that the staff member did on his/her objectives, including such as e.g. to propose new objectives, alter or delete objectives.

3. Manage the progress of employee objectives, such as e.g. viewing and tracking progress on objective achievement, and reviewing the alignment of objectives.

Scope	2000 NIC's and 750 MIL in NCIA Agency, eligible for Performance Management.
Exclusions	Intern, Local Wage Rate, Voluntary National Contributions, HR Consultant (HR contract), Contractor (Supplier contract with person), Services Contractor (contract with contract, e.g. cook), Temporary Worker
Inputs	NATO Civil Personnel Regulations Military Personnel Regulations
Outputs / outcomes	Objectives are set and ready for Mid-Year Review
Exceptions to Normal Flow	None
Controls	N/A
Version	0.1
Owner	HR –Talent Development
Process Abbreviation	PM-OS
Used by:	Staff Member HR Administrators Approving Managers Service Line Chiefs/ Directors/ CSU Commanders

Steps



NEW DOCUMENT or drag files here

Process Name (link)	Abbreviation
1 Set and Review the employee Objectives	SO
2 Modify and review the changes of employee Objectives	MO
3 Manage the progress of employee objectives,	MP

Documentation



NEW DOCUMENT or drag files here

Links



NEW ITEM or edit this list

- <https://hr.nr.ncia/SitePages/TD.aspx>
- <https://tm.nr.ncia/> : Performance Management Tool

ANNEX L. TEST, VERIFICATION AND VALIDATION DETAILS

1. Project Master Test Plan (PMTP)

The Contractor shall identify and describe in the Project Master Test Plan (PMTP) which best practices and international standards will be applied and how.

The Contractor shall produce a Master Test Plan (PMTP) during the Discovery Stage to address the plans for each TV&V activities listed in this document. The Purchaser will monitor and inspect the Contractor’s PMTP activities to ensure compliance.

The Contractor shall keep the PMTP always up to date.

The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP. Figure 7 – Product Quality Criteria is based on ISO 25010 (See Reference P) and should be used as product quality criteria model.

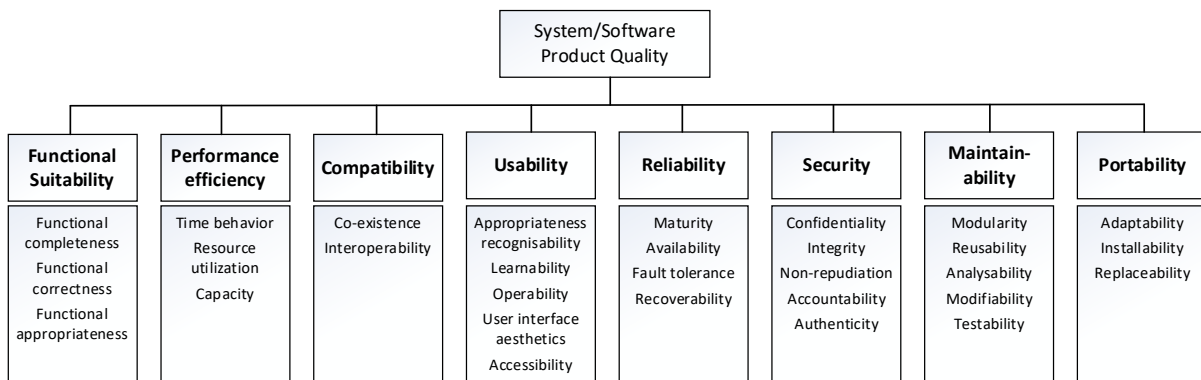


Figure 7 – Product Quality Criteria

The Contractor shall describe all formal TV&V activities in the PMTP with a testing methodology and strategy that fit the development methodology chosen by the project.

The Contractor proposed testing methodology shall describe the method of achieving all the test activities, defined in Table 6 (See Section 3.10) successfully.

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.);

- Identify which Environments(s) to be used for the test events and the responsibilities for operation and maintenance of the environment.

The Contractor shall describe in the PMTP “Entry and “Exit” criteria for each of the formal TV&V activities. The Contractor shall seek approval of all criteria related to an event not later than the TRR of the event.

The Contractor shall provide in the PMTP the schedule, location and scope for all the events to be run, specifying to which Phase they belong. When the Contractor identifies that multiple events are required for a Phase, this shall also be specified in the PMTP.

Together with the PMTP, the Contractor shall provide a defect reporting and management process to be applied during the TV&V activities.

The Contractor shall describe how defects/non-conformances encountered during TV&V events will be reported, managed and remedied.

The PMTP shall include the Contractor’s approach to Test Reviews including Test Readiness Reviews and Event Review Meetings TV&V event.

The Contractor shall provide Contractor’s provisions and strategy for building/maintaining of the Reference Environment in PMTP.

2. Test Cases and Test Procedures

Any updates required from the execution of test cases during each Phase shall be incorporated into the relevant test cases by the Contractor for use during independent verification, validation and acceptance. If only certain sections are affected, then it shall be sufficient to up-date and re-issue those section plus cover sheet with amendment instructions. Should major changes in contents or page re-numbering be needed, then the complete section shall be re-issued by the Contractor. All changes shall be made with the agreement and approval of the Purchaser

The Contractor shall develop test and use cases to verify and validate all requirements in the SoW, requirements specifications and final design. The test cases shall follow the template provided by the Purchaser

3. Event Test Plan (ETP)

The Contractor shall create an Event Test Plan (ETP) before the start of each “Test Step”, detailing all the information required for that Test event. The ETP shall follow the template provided by the Purchaser.

The Contractor shall describe in the event test plan what training (if any) will be provided prior to formal TV&V events.

The Contractor shall identify, in the ETP, which environment(s) to be used at each TV&V event and the responsibilities for configuration control, operation and maintenance of the environment.

The ETP shall describe when an agreement shall be reached between the Contractor and the Purchaser on the defect categorization and defect priority of failures encountered, as well as a way forward (if either at the end of each day of a TV&V event or at the Event Review Meeting). If agreement is not reached, the disputed items shall be escalated to the Purchaser's and Contractors' Project Managers

4. Test Completion Report

The Test Completion Report provides a summary of the testing performed during the Test Event.

The Contractor shall provide, in the Test Completion Report, a log/record of the event, including but not limited to individual test results, defects found (with a way forward for the ones remaining open), requirement coverage (planned and executed), test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.

5. Test Readiness Review (TRR)

The Contractor shall conduct a Test Readiness Review (TRR) meeting at least one week prior to the Test Activities defined in the PMTP. The TRR shall ensure that all entry criteria for the events have been met. Documentation that requires review by the Purchaser prior to a TRR, as defined in the Event Test Plan (ETP), shall be provided no less than 2 weeks prior to TRR.

The Purchaser has the right to cancel the TRR and/or any formal test event if the evidence demonstrates that execution of the test event will not be effective.

The Contractor shall demonstrate that all the internal tests and dry runs are successful with test reports and results delivered to the Purchaser at least 2 weeks prior to start of any Contractual test activities.

Formal User acceptance testing, shall be performed always on an environment with the up to date security settings, latest approved patches and antivirus applied and on a solution that has followed the security guidelines and policies.

6. Test Review Meeting

The Contractor shall convene an Event Review Meeting (ERM) at every test step of the construction Stage and as defined in the ETP. The ERM shall ensure that the event results, defect categorization and a way forward to fixing the defects (if required) is agreed between the Contractor and the Purchaser. If agreement is not reached, the disputed items shall be escalated to the Purchaser's and Contractors' Project Managers.

7. Test Waivers

The Contractor may request a Waiver if the Contractor has previously successfully completed testing. The Purchaser, after review of test waivers and analysis of their impact, reserves the right to require test at no cost to the Purchaser. The Purchaser has the right to reject any test Waiver.

In respect to a requested Test waiver, the Contractor shall certify that the test environment is identical to that which was originally used for testing, or inform the Purchaser of design/construction changes which affect form, fit or function.

The Contractor shall record and log all waiver requests along with their resolution submitted for the Purchaser’s approval.

8. Test Defect Categorization

The Contractor shall use the Purchasers’ categorization nomenclature for all defects and non-compliances.

Should a failure be identified during a TV&V event/activity, a defect shall be recorded in the Agency’s’ test management and defect management systems. Once the event has concluded, the defect shall be reviewed during the event review meeting to agree on the severity, priority and category. The event test report shall then report the disposition of all defects recorded during the event and the defect management system shall be updated accordingly. Classification shall follow the definitions in Table 21 - Definitions for Defect Categorization:

Attributes	Definition
Severity	The severity of a defect is the degree of impact that the failure has on the development or operation of a component, a system or a user function. The severity shall initially be proposed by the tester but shall officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchaser’s PM will set the severity.
Priority	The priority of a defect defines the order in which defects shall be resolved. The priority of the defect shall initially be proposed by the tester but shall officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchase’s PM will set the priority.
Category	The type of observation identified during the execution of a test case.

Table 21 - Definitions for Defect Categorization

a. Severity

According to their severity, defects shall be classified as one of the following in Table 22 - Classification of defects based on severity:

Severity	Definition
Critical	The failure of testing of a requirement. The failure results in the termination of the complete system or one or more component of the system. The failure causes extensive corruption of data. The failed function is unusable and there is no acceptable alternative method to achieve the required results
Major	A significant failure that causes severely impaired functions but does not prevent operational processing. Applies to conditions under which the complete system or one or more

Severity	Definition
	component of the system are partially inoperative, but are still usable by the users. A work around may be available, but it may require manual intervention. Examples: * Absence of expected modules/ object or Unit * failure of business operational process that affects a large group of users * complete failure of a module
Moderate	The failure does not result in the termination and all functions are available but causes the system to produce incorrect, incomplete or inconsistent results. When resources are available and budgeted, should be resolved.
Minor	The failure does not result in termination and does not damage the functioning of the system. The desired results can be easily obtained by working around the failure.
Cosmetic	The failure is related to the look and feel of the application, typos in a document or user interfaces (amongst others), and not part of the immediate usability or contractual requirements. The failure does not adversely affect the overall system operation.

Table 22 - Classification of defects based on severity

b. Priority

According to their priority, defects shall be classified as one of the following in Table 23 - Priority Classes for Defect Classification:

Priority	Description
Urgent	The defect shall be resolved as soon as possible. Required to complete independent verification and validation activities.
Medium	The defect shall be resolved in the normal course of development activities. It can wait until a new build or version is created.
Low	The defect is an irritant which should be repaired, but repair can be deferred until after more serious defects have been fixed.

Table 23 - Priority Classes for Defect Classification

c. Category

According to their category, defects shall be classified with one of the values defined in Table 24 - Defects Categories:

Category	Description
Defect	An imperfection or deficiency in a work product where it does not meet its requirements or specifications. This category of defect could drive to the creation a Class II (Product Correction) Engineering Change Proposal (ECP).
Enhancement	This type of defect is used to record an Improvement to the product baseline. This category of defect would typically drive to the creation of a Class I (Product enhancement) ECP.
Document	This category is used to record defects encountered in the system documentation (test cases, test procedures, RTM, test plan, manuals, design, procedures...).
Clarification	This category is used to record deficiencies encountered during the test execution, which must be clarified.

Category	Description
Waiver	This category is used to record when a waiver is required to address a specific observation or defects.

Table 24 - Defects Categories

ANNEX M. REFERENCES

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. The Concise Oxford English Dictionary, 12th edition, 2011.
- E. Alliance C3 Policy Annex 10, NATO Cloud Computing Policy, C-M(2015)0041-REV1, 25 April 2016.
- F. NCI Agency Directive AD 06.03.01, *Deployment Management*, September 2014.
- G. NCI Agency Directive AD 06.03.04, *Test, Verification and Validation*, July 2016.
- H. NCI Agency Standard Operating Procedure 06.04.01, *Incident Management*, April 2019.
- I. International Guide for the use of the S-Series Integrated Logistics Support (ILS) specifications, SX000i-B6865-0X000-00, Issue Number 1.1, 2016.

Security Accreditation Reference Documents

- J. AC/322-D/0030, CIS Security T&I Directive for the Interconnection of CIS.
- K. ADatP-4774.2, Guidance on Digital Labelling of NATO information.
- L. AC/322-D(2019)0038, CIS Security T&I Directive for the Security of Web Applications.
- M. Alliance C3 Policy, Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems, AC/322-D(2021)0032, 9 December 2021;

Testing and Quality Management Reference Documents

- N. ISO 9000/9001:2015 Quality management systems — Fundamentals and vocabulary and requirements;
- O. ISO/IEC/IEEE 29119 Software Testing, parts 1 to 4

P. ISO/IEC 25010-2011, Systems and software engineering — Systems and software Quality Requirements and Evaluation (SQuaRE) — System and software quality models

Q. AD 070-001 ACO Security Directive dated 28 Jan 2019;

Other References

R. [Going Beyond Scrum-Disciplined Agile Delivery, White Paper, Disciplined Agile Consortium, 2013](#)



BOOK II – ANNEX D
Business Use Cases – Learning
Management

Effective date:

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Revision No:

FINAL

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1. END-USER INTERFACE

1.1. LM029

A class can be scheduled from the calendar view.

Ref: <https://youtu.be/WjzuTGVyKos> - Instructor / Training Admin Calendar Scheduling

Need: The instructors and training administrators require the ability to schedule a class or class activity from the calendar view. This functionality is similar to the capabilities / requirements outlined in LM114 and LM118 categorized as OOTB.

<u>LM114</u>		Instructor can create /modify course calendar. Modifications to course calendar can be pushed to the students.
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<u>LM118</u>		Instructor can schedule virtual class sessions and have them linked to the course calendar
---------------------	--	--

Steps:

1. Open calendar view in the LMS platform
2. Create Class or Class Activity
3. Populate data fields: Time / Date / Duration / Resources / Target Audience / Links / Notification / Update / Attachments / Text Field etc..
4. Send invite / notification and update data views for resources and schedule.

Note: This is envisioned to be very similar to creating an entry in MS Outlook and should be as simple.

1.2. LM032

Ability for a new learner to request an account through their POC (internal and external)

Ref: [NSO > Academics > Admin Info > Points of Contact \(nato.int\)](#)

Need: Potential students should have the ability to view upcoming courses (course schedule) for the NCI Academy managed in the LMS. If the student does not have an account and there are seats open they should be directed to contact the POC (Point of Contact) for their organization in order to request a seat. A similar procedure is used at NATO School Oberammergau (See Below). When a potential student identifies a course they are referred to a POC list (Ref).

Aim

Prepare students to apply working knowledge of the capabilities, limitations and vulnerabilities of Space assets including the utilization of Space Services and Products by Nations and NATO in crisis and operational activities.

Details

Duration:	1 Week
Course Structure:	Resident (1)
Language:	English 3333 IAW STANAG 6001
Classification:	NATO Secret
Discipline:	SOP - Space Support to Operations
Area:	SP - Space support to Operations
Depth of Knowledge:	2 - Intermediate
ePrime No.:	N/A
ETOC Code:	SOP-SP-21390

Course Iterations

Code	Course Dates	Open Seats
N3-01-A-21	22 - 26 Mar 21	Contact POC
N3-01-B-21	06 - 10 Dec 21	Contact POC

Initial Response: Customization

2. END-USER DISPLAY

2.1. LM069:

Detail View: Link to access waiting list or next dates planned? External students cannot enter the WL. External student should be notified how many positions filled on WL however the details cannot be shared. WL order is not followed neither as we always follow the NATO prioritization (Ops-Exe/NRF-JD-other) and not the first come first serve.

Users: Training Coordinators and Students

What it is: The aim of this requirement is for students and their training coordinators to be able to access information on their seat number and the waiting list seat ranking.

What we are expecting: When a customer bids for a seat to a course, based on the amount of bids a concrete number of courses will be scheduled. Depending on the number of courses and the bids from the customers, the bids will be distributed among seats on the course or waiting list seats. When the maximum amount of students in the course has been reached, the rest of the bids will be placed on the waiting list. The ranking of the waiting lists seats are determined during the course plan stage of the Academy Annual Planning. When a student or a coordinator accesses the platform it is important that they are able to see which seat number they have and/or where their waiting list seat is in the ranking. This will help them determine whether it is

worth setting a student on that seat as the possibilities of them getting in the course are high or not. It is important noting that in order to keep confidentiality, students and coordinators should not have access to the information from other customers but only of their own. Example:

What the Academy sees:	What Training Coordinators Customer 01 sees	What Student 03 Customer 01 sees
Course: MS Word Advanced Bids: 9 Min Students: 2 Max Students: 5 Seats: Seat 01: Customer 1 Seat 02: Customer 2 Seat 03: Customer 1 Seat 04: Customer 3 Seat 05: Customer 4 WL Seat 01: Customer 2 WL Seat 02: Customer 3 WL Seat 03: Customer 1 WL Seat 04: Customer 2	Course: MS Word Advanced Bids: 9 Min Students: 2 Max Students: 5 Seats: Seat 01: Customer 1 Seat 03: Customer 1 WL Seat 03: Customer 1	Course: MS Word Advanced Bids: 9 Min Students: 2 Max Students: 5 Seats: WL Seat 03: Customer 1

3. INSTRUCTOR INTERFACE

3.1. LM120

Instructor can create syndicate groups for student group work / assignments with collaboration space for working on shared files

Ref: [Collaborative Learning Theory – E-Learning Essentials 2020 \(pressbooks.com\)](http://pressbooks.com) – Collaborative Learning

Need: Collaborative learning is group-structured, whereby the students come together to organize and divide the work between themselves. Each student is responsible for his/her work separately, but are also in charge of the work of the team as a whole. This type of learning activity necessitates an environment where:

1. Students can upload resources from their local PC – (PPT, PDF, JPG, XLS, etc..) to a shared environment with other students who can access and download the information.
2. The students will work collaboratively on the group output at the same time (i.e. Annotating a PPT deck, inserting a supporting reference into a word document,

adding a illustrative picture into a presentation) that will be presented back to a larger group.

3. Legacy processes typically involve one student sharing a document with the group, usually via a shared screen with only one person being able to annotate the document at a given time. This document remains at the local level and is normally distributed via e-mail for continued individual work, which then needs to be recombined into a new product extending the amount of time needed to complete project activities.
4. Only the students in the designated syndicate / group and instructional staff should have access to the files / content to preserve the integrity of the syndicate work / products. Other syndicates should not be able to preview the answer / work until it will be shared with the larger group.

Initial Response: Customization

Request: An overview of how the LMS supports collaborative work among students would be beneficial to assess the impact of the limitation identified.

3.2. LM132

The instructor can upload / download questions in QTI format.

Ref: <http://www.imsglobal.org/spec/qti/v3p0/overview> - Question and Test Interoperability (QTI)

Need: Many different entities (standards, quality assurance, instructors, contractors) will need to develop assessment instruments (tests, questions banks, online activities) outside of the Oracle platform that need to be ingested into the system. Conversely, assessments created within the Oracle platform may need to be ported to another platform.

Initial Response: Not Possible

Confound: [Oracle Learning Management User Guide](#) – Indicates that QTI is built into the system.

Impact: Assessment items created in 3rd party systems will need to be recreated in the Oracle Platform. Assessments created in the Oracle platform can not be exported to other platforms.

3.3. LM135

The instructor can access a secure area (locker) where students can submit files. Student files should be time / date stamped when submitted. (drop box with set permissions)

Ref: <https://youtu.be/ol3X0XW-xkl> - Assignments Overview

Need: Instructors need to be able to assign students tasks easily within the LMS and have the students provided proof that the task has been completed. Some tasks are time sensitive / limited which require a student to produce a product during a set period of time to the required

standard. The ability of the student to upload their work which is time / date stamped to a secure area (only viewed by the instructional staff and student) is required.

Initial Response: Customization

4. COURSE MANAGEMENT AND ADMINISTRATION

4.1. LM169

Instructor and/or administrator can upload documents available to all or to restricted group. To be published these documents have to be validated by a general admin

Ref: [How to Upload Work to Students in Google Classroom - Tanya Yero Teaching](#) – Sample Capability

Need: Instructors require the ability to upload documents and assignments that can be assigned to individuals or groups as part of a course. The documents could also need to be restricted and/or approved before they are released. The LMS should support a document flow process with release capabilities.

Steps:

1. Instructor uploads document for review / approval.
2. Instructor identified intended target audience for release.
3. The reviewer approves the document for release, or marks the document for return to the instructor with comments.
4. The target audience is able to see the released document once approved and be assigned rights to read or edit / modify.

Initial Response: Not Possible

5. CONTENT MANAGMENT

5.1. LM209

Ability to support the creation, deployment and recording of certifications for (mandatory) training. Certification of attendance and certification of proficiency, from internal as well as external providers [Training administrator/Instructor should be able to generate and print out the certificates and distribute electronically; with digital signatures and time date stamp for all completed courses using extant data within the system]

Users: Students, Instructors and Training Administrators

What it is: The aim of this requirements is twofold:

- Firstly, that students can submit/store to the platform their certificates to attendance or proficiency. For Internal NCI Agency staff members this should be linked to Performance Management
- Secondly, that the instructors and/or training administrators can produce end of the course digitally signed certificates.

What we are expecting:

1. Students should be able to access digital end of the course certificates produced by the NCI Academy through the platform. In addition, they should be able to upload and store their certificates of attendance to other trainings provided by other organizations. This is important for their records and to prove that they meet certain pre-requisites for some courses. Important noting is that students need to agree to share with the Academy to comply with privacy of information regulations.

Example:

A student would like to attend the ITIL 4 Intermediate course. The pre-requisite for this course is that the students holds a ITIL 4 Foundation certificate. ITIL 4 Foundation training + certificate are delivered by a private company. In this case, the NCI Academy has decided that to be able to register the student to ITIL 4 Intermediate course, they need to prove they have a certificate in ITIL 4 Foundation. To this end, the student needs to submit his ITIL 4 Foundation certificate to the LMS and accepts to share it with the Academy. After verifying if the certificate has been uploaded, the NCI Academy can confirm the pre-requisite is met, and proceed with the registration of the student for the ITIL 4 Intermediate course.

2. For Internal NCI Agency staff members this should be linked to Performance Management/EBA Repository of certificates for Talent Development → explicit link with linked to LM325 and LM326
3. Once a course has finished, all the students that have attended and succeeded the course should receive and access a certificate of attendance through the platform. This certificate should be generated electronically through the platform by the instructor or the administrators and should be signed electronically by the Academy Authority. The platform should give the Instructors, Training Administrators or Students the ability to print it. Example:

A student has completed the course SharePoint Functional Administrator. The Instructor of the course certifies that the student was present during the 2 days of training and the student demonstrated the acquisition of the knowledge, e.g. by completing and passing a test. The day after the course, the Instructor accesses the platform, confirms the student attended the training and generates the certificate of attendance which is digitally sign by the Academy Authority. The student accesses the platform 3 days after as their organization is asking proof that the student attended the training. The student can see that the certificate was uploaded and is able to print it and thus show the student's organization.

6. TESTING AND CERTIFICATION

6.1. LM219

Ability to perform detailed analysis on test and/or evaluation outcomes

Users: Instructors and Training Administrators (Quality Assurance)

What it is: The aim of this requirements is twofold. First, that instructors are able to perform knowledge tests to the students participating to the training and to be able to analyse (and grade) the outcomes through the platform. Second, that students take an after course survey that can be analysed by the Quality Assurance Team through the platform.

What we are expecting:

1. For certain courses, the instructors need to evaluate the knowledge Acquisition. The platform should give the Instructors the possibility to create those tests in accordance with LM132 and then evaluate/ analyse responses, correct them and grade them. Students should be able to access the results through the platform.

Example: [see video](#)

2. At the end of every course a survey needs to be completed by every student to assess the quality of the course. The platform should give the possibility to the Quality Assurance team to create the surveys and the Instructors should be able to push the survey to the students after/during the course also through the platform. After the survey has been completed, ideally the platform should give the possibility to the Quality Assurance team to analyse and filter the data/metadata provided by the students and produce statistics.

Example: [Survey Creation](#)

[Survey Results](#)

7. FINANCIAL MANAGEMENT

7.1. LM268

Ability to analyse and report on billing / payment status for all courses, and participants (per org. belonging, type of customer, type of student etc.)

Users: Training Administrators

What it is: The aim of this requirement is for the Training Administrators to be able to provide information to the customers on the billing / payment status for the courses.

What we are expecting: The attendance of courses through the Academy by the students requires payment of tuition fees. This is done using different funding methods. The Academy needs to ensure that the fees have been paid before the course has started. The Training Administrators need to be able to access information on the status of billing and payment to be able to certify that the fee has been paid by the customer for a concrete student. As an example, EBA Finances provides you this information through the Purchase Requisition (PR) and Purchase Order (PO) status (Pending, Approved, Invoiced, Paid). EBA LMS should be connected to the financial part of EBA and give you the possibility to access this information from the platform. The information should contain sufficient metadata to be able to filter by course, customer, student, payment method, funding source. More elaborate description will follow in the Billing use case.

7.2. LM282

~~Pricing can be done per organization~~ **'Ability to differentiate course prices'**

Users: Training Administrators

What it is: The aim of this requirement is to enable a differentiation of prices for a particular course

What we are expecting: A differentiation of prices for a particular course can be triggered by:

- the customer (different rates for internal vs. external students)
- With certain providers: the course price will fluctuate depending on the number of attending students
- Whether or not a course is directly related to service provision (if so, the course price is included in the service rate)
- If a cancellation fee applies (if a customer/student cancelled a course after the (what do we call the 'point of no return?'), then the course price is still charged, *plus* the specific cancellation fee.

The LMS should enable a training administrator to choose how much a customer/student is charged rather than apply the same pricing to every student attending the course. At present, this is possible through EBA Finance as a PR for a total price of 1000 EUR can be divided in between different lines with different prices that refer to a concrete customer (Line 1: 300, Line 2: 300, Line 3: 300, Line 4: 100).

Example:

A Training Administrator is coordinating the training ITIL 4 Foundation. There are 10 customers attending the course. The course price for 10 students is 5000 EUR the course plus 200 EUR for the exam per student. $200 \text{ EUR} \times 10 \text{ student} = 2000 \text{ EUR} + 5000 \text{ EUR} = 7000 \text{ EUR}$ for the whole course. Customer 01 decides that its 2 students attending the course do not need the exam to be certified ut just the skills acquired through the course. Therefore the fee will change for customer

	Students	Course price	Exam	Total
Customer 01	2	500 + 500 = 1000	N/A	1000 EUR
Customer 02	2	500 + 500 = 1000	200 + 200 = 400	1400 EUR
Customer 03	2	500 + 500 = 1000	200 + 200 = 400	1400 EUR
Customer 04	2	500 + 500 = 1000	200 + 200 = 400	1400 EUR
Customer 05	2	500 + 500 = 1000	200 + 200 = 400	1400 EUR
			Grand Total	6600 EUR

7.3. LM285

Training administrator can define cancellation fee

This use case is wrapped up in LM288

LM288: Training administrator can see an overview of the total fee for cancellation/no show

Users: Academy Management and Training Administrators., Training Coordinators

What it is: Courses might be subject to cancellation fees. This information should be easily definable and the data should be easily accessible through the platform.

What we are expecting: Certain courses might be subject to cancellation fees when the students, coordinators or administrators cancel a course or when a student does not show up on the first day of the training. Cancellation fees can vary depending on the training provider, the specific course or the contract. The Training Administrators and/or Academy Management should be able to define the cancellation fee per course per student and this information should be easily available to Training Administrators and Training Coordinators for reporting purposes.

Example:

Seat status	Seat Cost	Attendance Status		Cancellation fee applicable:	Cancellation Fee
Seat 01 - Confirmed	500 EUR	Seat 01 - No show		50% course fee	250 EUR
Seat 10 - Confirmed	500 EUR	Seat 10 - Cancelled by Student less than 2 weeks before the start of the course		25% Course fee	125 EUR

7.4. LM287

Training administrator can see an overview of the total cost

Users: Academy Management and Training Administrator

What it is: The aim of this requirement is for Training Administrators to be able to access information on the total cost of trainings.

What we are expecting: Training Administrators and/or Academy Management should be able to define and access information related to the total cost of the training including: how much the total cost for the course is; how much was charged to each student/customer; how is the seat funded.

8. BILLING

8.1. Demonstration Scenario: Deliver commercial course for NCI Agency staff and external learners

This Billing Use Case relates to the following Learning Requirements:

- LM271
- LM273
- LM274
- LM275
- LM278
- LM279
- LM284

- **Trigger:**
 - NCI Agency staff require COTS Prince 2 Foundation and Practitioner course, delivered by an Agency preferred training provider at one of the Agency locations, with possibility of virtual attendance.

 - We want to make sure that the same course is available for both internal NCI Agency staff as well as external audiences. Both NCI Agency staff and external learners will be charged for their participation.

 - Fixed pricing model applies based on what services were requested by various customers:

PRINCE2 Foundation in-house seat
PRINCE2 Practitioner in-house seat (without official certification)
PRINCE2 Practitioner in-house seat (official certification included)
PRINCE2 Foundation remote seat
PRINCE2 Practitioner remote seat (without official certification)
PRINCE2 Practitioner remote seat (official certification included)

(For certain courses our customers can also request the entire iteration instead of single seats for fixed price.)

- The NCI Agency fixed price for PRINCE2 seat consist of:
 - Cost A: Outsourced services (outsourced seat and/or the certification exam)
 - Cost B: Services provided by NCI Agency and internal staff (course/system availability/ scheduling/coordination/outsourcing/IT support etc...+ surcharge for contingency).

- These costs are charged and invoiced in the following way:
 - Cost A: Is split equally and billed to all parties that send learners to the course
 - Cost B: Is split equally however billed only to the external customers.

- **Pre-Conditions / Inputs:**
 - The Training calendar shows this course as available;
 - Training delivery is funded by:
 - Existing projects (various customers with various type of contracts):
 - Centralised Service Level Agreement, Local Service Agreement and SSP:
 - Fixed amount is invoiced quarterly to the customer for Service Support Cost (SSC)¹ regardless of the number of trainings that are delivered.
 - External CIS Cost (ECIS) are invoiced to the customer quarterly based on number of trainings delivered.
 - Service Support Training (SST) Package Agreements:
 - ECIS & SSC related to training delivery are being charged when occurs. Customers are invoiced quarterly on services which have been delivered.
 - Contract or contract amendment cost is charged and invoiced on the first following invoice.
 - Internal NCI Agency training funds – available and being charged directly when delivery occurs. No invoicing occurs.

 - The Training Administrator (TA) can manage which courses are available to an internal/external learner, depending on the organisation that he/she works for
 - The TA can manage prices of external learning offerings
 - A training room is booked in the LMS (training rooms are marked: with virtual attendance or not)
 - The internal NCI Agency learner has followed the internal NCI Agency training approval process

¹ SSC are calculated based on foreseen effort of internal NCI Agency staff (labour cost).

- **Post Conditions / Outputs**
 - The course has been made available for internal and external learners
 - The TA can keep track of the learners from NCI Agency and the learners from the external organisation
 - The external and internal learner have been approved for attendance and after invitation to the course, hard copies of pre-reading materials (or links to e-reading to virtual attendees) have been distributed to the learners in advance of the course.
 - Connection to virtual attendance platform, e-learning materials and learners' profile with the commercial training provider is available for the learner under his profile in the LMS.

- **Actors:**
 - NCI Agency side:
 - Internal Training Coordinator (ITC, works in the NCI Agency)
 - Training Administrator (TA, works in the NCI *Academy*)
 - Internal learners (NCIA staff)
 - External Customers:
 - External Training Coordinator (ETC, works outside the NCI Agency, but is part of one of the NATO entities or partner organizations)
 - External learner (works for one of the NATO entities or partner organizations)

- **Flow of Activities**

Registering

1. The external/internal learner actively searches for the Prince2 course on the LMS. The system provides the learner with a detailed overview of available dates, times and locations. The external/internal learner contacts his local Training Coordinator (ITC/ETC), in order to get registered.
2. The ITC/ETC registers an individual learner or group of learners. The ITC/ETC is able to see the status of the requested seats (pending the confirmation/confirmed/cancelled/waiting list). The ITC/ETC and learner, if already assigned, will be automatically notified by LMS whenever the seat status will be changed.
3. The ITC/ETC books a specific course iteration directly in to the LMS. Characteristics:
 - The ITC/ETC completes all relevant data in the fields
 - The ITC/ETC gets a warning if a field is not completed / incorrectly populated
4. The system sends the invite with details about date, location and time + log in for the e-learning to the learner. A notification is sent to the ITC/ETC.

Turn back seat policy

5. The learner can turn back the seat to his ITC/ETC if he is no longer able to participate.
6. The ITC/ETC can replace the learner by a new nominee or turn the seat back.
 - If the seat return occurs 6+ weeks prior the course start date, the customer won't be charged
 - If the seat return occurs in less than 6 weeks prior the course starts, NCI Training Management Team decides if the customer will be charged or not. Late turn backs won't be charged if the seat will be filled by another customer (while submitting new request or jumping in from waiting list)

Learning, Completion, Grading & Certification

7. The learner completes the course and exam (in person or on-line)
8. The successful completion and exam results are sent by the commercial training provider and linked to the personal learning profile of the learner in the system, and can be viewed by the external learner and his manager. For the NCI Agency learner – the results are sent to the EBA/HR profile of the learner and can be viewed by learner, his/her manager, training management group and/or HR.
9. Based on passing the exam or just attendance, the learner can download the attendance/exam certificate for the course

Billing

10. The charges will be made in EBA in various ways:
 - For internal learners:
 - NCI Agency administrator raises a Purchase Requisition and charges to the corresponding budget codes in EBA belonging to the Agency Units, **OR**;
 - The internal learner uses a voucher ID that is part of an existing contract. By activating a voucher code, the specific amount is automatically deducted from

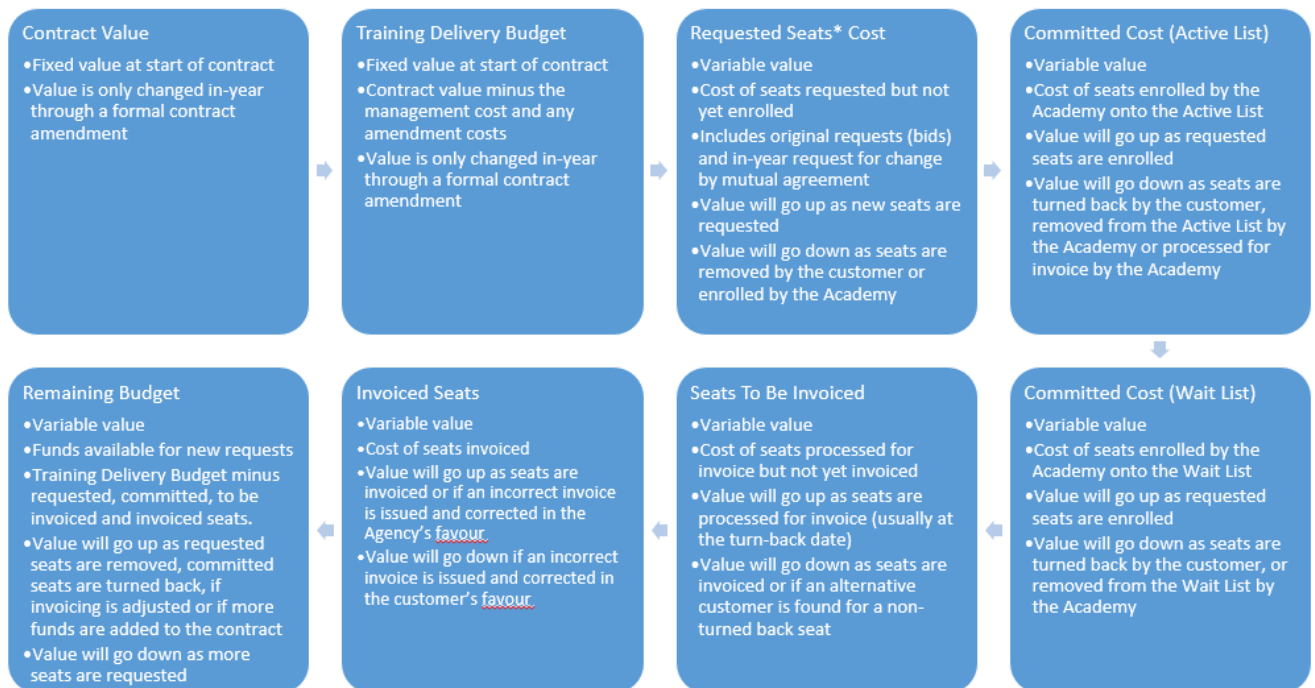
that

budget.

- For external learners:
 - NCI Agency administrator charges to the external customer budget loaded in EBA (under a PO linked to SST/CSLA/local SLA/SSP/or any other valid contract/PO), **OR**;
 - The external learner enters a voucher ID at registration for the course. This voucher ID is linked to the external customer budget that is loaded in EBA
- *Overall: Based on the type of contract (Firmed Fixed price vs. Cost Reimbursable type of contracts) payment can be refunded if the course does not proceed and our external provider/course supplier will not charge any costs.*

Reporting

11. The system provides authorized roles on the NCI Agency side with an aggregated and real time view of all learning taken by external learners (including no-shows, not-set students), course evaluations and what charges have been made to whom and what the status is of those payments
12. The system provides real time view of available and committed budget under each Cost Reimbursable contract:



13. Ability to select viewing per customer depending on contractual agreement

9. INTERNAL TRAINING USE CASE

LM269	NEW_DEV pg33	Ability to undertake inter-departmental cross-charging for learning
LM270	NEW_DEV pg33	Ability to support management of training funds

9.1. Intro

At present, charging is a manual process (both for internal as for external learners), and makes use of three systems. On the NCI Academy side we use SharePoint² (for internal training) and TMS (custom built tool for external training). The majority of financial processes (cross-charging, managing funds) currently take place in EBA. The NCI Academy admin team extracts data from EBA and feeds that in to SharePoint and TMS for further handling.

Detailed current process flow internal training

- NCI Academy admin extracts from EBA: seat price, PR number, training provider, location
- NCI Academy admin uploads this financial data to the Training Requirements database on SharePoint
- Data points not residing in the Training Requirements database: buyer information, PO nr.
- Actions in EBA: TA or NCI Academy admin submits PR in EBA (includes all associated financial info e.g. the provider's quote).
- After PR in EBA → fund manager approves the PR. This action reserves the expenditure in the budget.
- Buyer in ACQ creates PO in EBA, EBA through a workflow sends the PO to the ACQ Contracting Officer for approval
- The ACQ Contracting Officer approves PO in EBA
- Once approved the buyer is notified through EBA and buyer engages with the training delivery company/organization for the service provision and the PO signature
- After training has been delivered: company sends invoice to Finance Accounts Payable → requestor (TA or internal training) receives the PR in EBA confirming service (training) delivery
- Finance pays for the training. At this point the expenditure is committed and the money taken from the budget.

Summary with regards to Internal Training:

² SharePoint is used as to enable Internal Training coordinators to see the data (course prices, PR, Location, Provider, student name, approval process, course title...)

If Oracle Learning Cloud is not integrated with the rest of EBA we'd still need to work with extracts from EBA as described above, which in the end does not deliver higher process efficiencies.

Potential advantages/improvement of integration Oracle Learning Cloud with the rest of EBA:

- All data for internal/external learners related to training management will be in one system (including, data related to group training coordination, seat management, schedule, catalogue, financial information including budget (even if done manually), bidding, certification, students and training authorities will be independent to access their training information and will only have one place to look at, potentially access to virtual training and online content (if it replaces JADL).
- The Oracle Learning Cloud will be connected to Oracle Talent Development

Ideally:

Example: Group Training provided by an external company (LTI)

The NCI Academy Admin is coordinating the course ITIL Foundation through the Oracle LMS. Students and Training authorities see the course in the schedule and advertised through the LMS. A student from NSII requests to have a seat on the training as this training is included in the student's Development Plan (DP) of Performance Management approved by the Line Manager (Talent Development part of EBA). The LMS sends a request for authorization to the NSII Training Authority. The TA authorizes the student to attend the training on that date considering the student's DP, the Units budget and the student's availability.

Then, the request is sent to the NCI Academy Admins who will approve the student to attend the training as there are still seats available (when no seats available, the student will go to the waiting list). The student is able to access the system and see that the TA has authorized the Training Request and when and that the NCI Academy Admins has approve the seat and when and is able to see that they have a seat reserved on the course on the particular date.

The NCI Academy admin is notified that the minimum amount of students has been reached and confirms that the course is happening (the Admins will also be notified if by the due date the course does not have the minimum amount of students). The LMS sends an outlook calendar invitation (could be attached to an email) to all students participating in the course to reserve their time and explains all the specifications/joining instructions of the course. The LMS contains/provides all information about the class and the students participating including:

- EBA FIN Task Code determined by the student's Unit
- the EBA FIN Project Code associated to the student's Unit
- the contract policy if applicable
- the quote as provided by LTI (attached the LMS class) (if applicable),
- price per seat (as per quote or contract) - seat can be different prices per student and the price can be composed by several costs (vendor price + exam price + admin price)

This information is reviewed by the NCI Academy Admin team (who could modify it manually if necessary) and confirms it is correct. Once confirmed the LMS has a button which says “Create PR for this class”.

The LMS creates the PR with the information contained in the LMS, pushes it to EBA FIN* where the Task Manager can approve the PR and ACQ and FIN will do their part of the job.

Logging in to the LMS and the concrete class, the NCI Academy Admin can see the evolution of the PR/PO creation and approval process. The information created in EBA FIN is fed back to the LMS including the PO and buyer information. When the PR is approved, this is reflected in the budget as a reservation. The TA will be able to see what the price of the ITIL Class for their students has been deducted from their budget (of wallet).

Once the PO is created, the information on the ITIL class can be extracted to send it or directly send to the Training Provider (including the student information (email address, first name and last name), dates, location, PR, PO, committed cost (price).....).

Once the course is delivered, the NCI Admin team will mark the students who attended/no show and the LMS will send an evaluation form to those who actually attended. In addition, the LMS will apply different cancelation fees to those who did not show. The NCI Academy admin will verify the final price of the training per student depending on status and confirm (the NCI Academy admin will be able to manually update any information on the final pricing if required).

Then there will be a button on the LMS which states “Receive PR (service) for this class”. The NCI Admin will click on the button and receive the PR which will be pushed to EBA FIN* where FIN can do their part of the job and pay the training. The information on the status of the receipt will be fed back to the LMS once the service is paid. The funds in the budget that were reserved through the PR/PO process are now a confirmed expenditure and the TA can see that information. Course coordination is then COMPLETED.

**Whether the LMS pushes the PR to EBA FIN (without having to open it) or the LMS opens EBA FIN and the Admin just have to click submit is not relevant as long as the information is pre-filled and fed back to the LMS. – Also applicable to the TDY.*

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HR07 EMPLOYMENT OF SPOUSE BY A NATO BODY OR BY ONE OF THE CO-ORDINATED ORGANIZATIONS

HR07 This form must be completed and returned to Human Resources (Payroll & Benefits).

PART I – Staff Member			
Payroll ID ¹	Surname(s)	First Name(s)	Nationality/ies
Organizational Element		Duty Location	

PART II – Spouse	
Surname(s)	First Name(s)

PART III – Organization	
I wish to inform you that my Spouse is employed by:	
The following NATO body ² :	
The Council of Europe	<input type="checkbox"/>
The European Space Agency (ESA)	<input type="checkbox"/>
The Organisation for Economic Co-operation and Development (OECD)	<input type="checkbox"/>
The Western European Union (WEU)	<input type="checkbox"/>
The European Centre for Medium-Range Weather Forecasts (ECMWF)	<input type="checkbox"/>

PART III – Spouse’s Employment Details ³			
Place of Employment <small>(City, Country)</small>	Current Grade & Step	Next Step Increment Due	Entitlement to Expatriation Allowance <input type="checkbox"/> Yes <input type="checkbox"/> No

PART III – Certification
I understand that, if my spouse and I are both entitled to expatriation allowance, in accordance with Article 28 and paragraph 14 of Annex III.F ⁴ of the NATO Civilian Personnel Regulations, payment to <u>me</u> of this allowance by NATO shall be limited to 16% ⁴ / 14% (or at the rate on the reduction scale corresponding to my years of service) ⁵ of my basic salary / 1 st step in grade.
I understand that, entitlement to and payment of Household Allowance, in accordance with Article 29.1 of the NATO Civilian Personnel Regulations, will be governed by Articles 29.1.2, 29.1.3 and paragraphs 3 and 4 of Annex III.F of the NATO Civilian Personnel Regulations.
I understand that, entitlement to and payment of dependant children allowance, in accordance with Article 29.2 of the NATO Civilian Personnel Regulations, will be governed by Article 29.2.3 and paragraph 7 of Annex III.F of the NATO Civilian Personnel Regulations.
I understand that, in accordance with Article 24.7 of the NATO Civilian Personnel Regulations payment of the household, dependent children’s, rent, education and expatriation allowance shall be subject to the deduction of allowances of the same nature to which the household may be entitled.
Date
Signature

¹ See payslip.
² NATO bodies are listed in the Appendix 2 to Annex IX of the NATO Civilian Personnel Regulations.
³ Copy of last salary sheet required.
⁴ Applicable to staff recruited by NATO before 01 January 1996.
⁵ Applicable to staff recruited by NATO on or after 01 January 1996

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PART V – Reserved for Human Resources	
Entitlement effective Date	Date & Signature of approval

HR09 BANK DETAILS INFORMATION

This form must be completed and returned to Human Resources (Payroll).

PART I – Staff Member			
Payroll / Vendor ID /	Surname(s)	First Name(s)	Nationality/ies
Organizational Element		Duty Location	

PART II – Beneficiary Information			
Name as listed on bank account			
Address as listed on bank account			
Street	City / State	Postal Code	Country

PART III – Bank Information			
Primary Bank Account			
Bank name			
Bank address			
Street	City / State	Postal Code	Country
Bank account number			
IBAN ⁶ (International Bank Account Number)			
BIC ⁷ (Bank Identification Code)			
Bank Code / Routing Number ⁸			
Secondary Bank Account 1			
Bank name			
Bank address			
Street	City / State	Postal Code	Country
Bank account number			
IBAN ¹ (International Bank Account Number)			
BIC ² (Bank Identification Code)			
Bank Code / Routing Number ³			
Amount and Currency		EUR	

⁶ IBAN – Mandatory for all EU member states and TUR.
⁷ BIC – Mandatory for all EU member states, CAN, TUR and USA.
⁸ Bank Code / Routing Number– Mandatory for USA and CAN.

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Secondary Bank Account 2			
Bank name			
Bank address			
Street	City / State	Postal Code	Country
Bank account number			
IBAN ¹ (International Bank Account Number)			
BIC ² (Bank Identification Code)			
Bank Code / Routing Number ³			
Amount and Currency		EUR	
PART IV – Signature			
Effective Date – From the month of		2017	
Date	Signature		

HR10 CURRENCY TRANSFER REQUEST

To be received by Human Resources (Payroll & Benefits) not later than the 10th of the month concerned.

PART I – Details of the Applicant			
Payroll ID ⁹	Surname(s)	First Name(s)	Nationality/ies
Organizational Element		Duty Location	

PART II – Nature of the Request			
I, the undersigned, being in receipt of the expatriation allowance request:			
Opening	<input type="checkbox"/>	Closing	<input type="checkbox"/>
Modification of amount	<input type="checkbox"/>	Modification of bank account	<input type="checkbox"/>

PART III – Effective Date & Amount		
From the month of ¹⁰	Previous Amount	New Amount
2015	EUR	EUR

PART IV – Destination Bank Details		
To be deducted from my emoluments each month, failing instructions from me to the contrary, for transfer to my personal account in my home country as follows:		
Account Number		
Currency of Account		
Name as on Account		
Bank Name		
Bank Address		
IBAN Code ¹¹		
Swift/BIC Code ²		
Transit/Institution or ABA Code ¹²		

⁹ See payslip.

¹⁰ This is the salary month, i.e. March would mean that the e.g. changed amount would be paid at the end of March.

¹¹ If applicable.

¹² Only if no IBAN, BIC/Swift Code exists. For US accounts, if both, a wire routing and ACH routing number exists, please provide the ACH routing number.

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PART V – Certification

I declare that I have checked that the sum to be transferred does not exceed 50% of my emoluments (gross salary), as defined in Chapter VII of the NATO Civilian Personnel Regulations.

I further understand that if my above mentioned account is not an international bank account¹³, bank charges as a result of

Date

Signature

PART VI – Reserved for Human Resources

Currency Transfer: 1 / 2

Verified:

Date

Signature

HR12 GROUP INSURANCE SCHEME SUPPLEMENTARY LIFE INSURANCE COVERAGES

This form must be completed and returned to Human Resources (Payroll & Benefits).

PART I – Staff Member

Payroll ID	Surname(s)	First Name(s)	Nationality/ies
Organizational Element		Duty Location	

PART II – Supplementary Life Insurance Coverage(s)

I wish to take out the supplementary life insurance coverage(s) offered and agree to pay the corresponding premium:

- Accidental death (premium: 0.106% of emoluments)
- Natural death (premium: 0.411% of emoluments) – A duly completed ‘Declaration of state of health’ is attached.

PART III – No Supplementary Life Insurance Coverage(s)

- I do not wish to take out any additional cover at this time.

Date

Signature

PART IV – Reserved for Human Resources

Sent to AWC

Date

Signature

¹³ For international bank accounts, there should be no bank charges. For special accounts (e.g. savings accounts) that require an interaction of an intermediary bank, bank charges from the intermediary bank will have to be borne by the staff member.

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HR13 LIFE INSURANCE

Members of the staff are reminded that the purpose of the NATO Insurance Scheme is to protect the interests of families and so it is desirable that, unless there are special reasons to the contrary, they should give priority, in nominating their beneficiary or beneficiaries, to their spouse, their children or their close relatives.

The organisation will pay the sums received from the insurers exclusively to the beneficiary or beneficiaries designated on the form, provided the latter is registered and on file at the time of death.

PART I – Details of insured person

I, the undersigned,

Payroll ID ¹⁴	Surname(s)	First Name(s)	Date of birth
--------------------------	------------	---------------	---------------

PART II – Details of Beneficiary / Beneficiaries

nominate the following as my beneficiary, or beneficiaries, in the event of my death, under the NATO Insurance Scheme.

Priority ¹⁵	Relationship	Surname(s) ¹⁶	First Name(s)	Date of Birth	Share allocation to each one ¹⁷ (%)
	Spouse				
	Child				
	Child				
	Child				
	Child				

Other beneficiary or beneficiaries:

Priority ²	Relationship	Surname(s) ³	First Name(s)	Date of Birth	Share allocation to each one ⁴ (%)

PART III – Address of beneficiary or beneficiaries

Only if different from insured person's home address.

PART IV – Comments

PART V – Registration

	<i>Staff Member:</i>	<i>Human Resources:</i>
Place		
Date		
Signature		

¹⁴ See payslip.

¹⁵ Use numbers to prioritise your beneficiaries, to guarantee the correct order or payment.

¹⁶ In case of married beneficiaries, give also maiden name(s).

¹⁷ If a beneficiary dies first and no provision has been made for the reassignment of his/her share, it will be paid into the insured person's estate.

NOTES ON THE LIFE INSURANCE SCHEME

In accordance with Article 10 of the Organization's Insurance Policy, the following are the regulations governing the designation of beneficiaries who will receive the life insurance capital payable under that policy:

1. This form covers the death benefits payable by the insurers under the basic policy and supplementary cover subscribed to by staff members.

The lump-sum benefits will be paid to the Organization which is responsible for passing them on to the beneficiaries in accordance with the predetermined shares specified in this document.

2. The shares allocated to each beneficiary must be expressed as percentages or fractions of the whole, for example, 25% or $\frac{1}{4}$, and not as predetermined fixed amount. The reason for this is that the lump-sum paid by the insurers varies according to salary increases, the staff member's family status at the time of death and, above all, the cause of death. Predetermined fixed amounts would therefore make it difficult to allocate any credit or debit balance.

3. Staff members may at any time change the number of beneficiaries, the beneficiaries themselves, as well as the size of their respective shares. As specified on this form, the most recent nomination supersedes all others. A new form must be completed each time.

4. The Organization will pay the sums received from the Insurers exclusively to the beneficiaries designated on the appropriate form, which must be signed by the staff member and be on file at the time of death. The date on which the form is handed in will be certified by the countersignature of a designated official of the Organization.

5. Beneficiaries must be nominated fully and individually (surname(s), first name(s), etc.) so as to avoid any possible dispute concerning their eligibility as beneficiaries and to ensure that the benefits do not fall within the estate; they must not be nominated in general term (e.g. legal heirs) since this would cause the benefits to be included in the deceased staff member's estate.

6. Any portion of the lump-sum not paid out because of the death of the beneficiary or through failure to trace him or her, will be turned over to the appropriate authorities or to any person officially nominated as executor.

In this connection, staff members are recommended to nominate several alternative beneficiaries so as to take into consideration the possibility of the main beneficiary dying before the staff member (e.g. ... % to X, or failing that to Y, or failing that to Z)

7. In view of the purpose of the staff insurance scheme, corporate bodies should not be nominated as beneficiaries unless the staff member has no immediate family, parents, offspring or other close relatives.

Example Comments:

If failing 1 then 2, if failing 2 then 3, ... (Based on priority).

If one of my beneficiaries predeceases the others, his or her share should be equally distributed among the remaining. (Within each priority group)