

REQUEST FOR PROPOSAL

Supply, installation, commissioning and maintenance
of Enterprise Resource Planning system

BID NUMBER: RFP/2020/001

CLOSING DATE FOR SUBMISSION: 4 January 2021

TIME: 15:00



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1 INTRODUCTION

1.1 Background

The European Union Institute for Security Studies (EUISS) is the Union's Agency analysing foreign, security and defence policy issues. Its core mission is to assist the EU and its member states in the implementation of the Common Foreign and Security Policy (CFSP), including the Common Security and Defence Policy (CSDP) as well as other external action of the Union¹.

The EUISS has its headquarter in Paris and a liaison office in Brussels. It employs 33 staff members: 23 based in Paris and 10 in Brussels. The core administrative staff, that is based in Paris, consist of 2x HR/Admin, 2x Finance and 1x ICT staff.

The EUISS seeks to modernise and upgrade its current Enterprise Resource Planning (ERP) system². The EUISS expects that the new ERP system will provide for an increased efficiency across the organisation in compliance with its Staff and Financial Regulations (see Annexures 3 and 4).

1.2 Purpose

EUISS requests the services of an ERP vendor to implement an ERP solution for the EUISS covering its core components of financial management, Human resource management and Procurement management.

The purpose of this document is to set out the terms of reference for an ERP solution and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this request for proposal.

2 SCOPE OF SERVICES FOR THE ERP SOLUTION

The scope of the services required for the ERP solution includes:

2.1 Financial Management module

Sourcing and installation of the Financial Management ERP module with the following functionalities:

- Accounts payable
- Accounts receivable
- Planning and budgeting
- General Ledger
- Bank reconciliation
- Cash management

¹ Further information on the EUISS can be found at www.iss.europa.eu

² The current system is based on Microsoft Dynamics AX 2009

- Fixed assets
- Grant or Project Accounting

2.2 Human Resource Management module

Sourcing and installation of the Human Resource Management ERP module with the following functionalities:

- Personnel management
- Leave management
- Payroll management

2.3 Procurement Management module

Sourcing and installation of the Procurement Management ERP software modules with the following functionalities:

- Purchasing
- Mission management

2.4 Professional Services

Provision of professional services as follows:

- Definition of hardware specification and advise on installations
- Project management
- Data conversion and migration
- Report development
- Implementation and training services
- Change management
- System documentation and Testing
- Knowledge transfer to EUISS staff
- Ongoing support and maintenance of the ERP solution for a minimum period of 5 years

3 SUBMISSION OF TENDERS AND CLOSING DATES

3.1 Tender Process

The following schedule is planned for this procurement procedure:

Event	Dates	Comments
Launch of tender	16 November 2020	Submitted to Official Journal for publication and published on EUISS's website

Event	Dates	Comments
Deadline for request of clarifications from EUISS	27 November 2020	Requests to be sent in writing only to: eduard.gudumac@iss.europa.eu
Last date on which clarifications are issued by EUISS	4 December 2020	The clarifications will be sent via email to all potential Bidders who returned the signed Tender Acknowledgment Form (see paragraph 7)
Deadline for submission of tenders	4 January 2021 @ 15:00	See Tender Submission Instructions below
Opening session and Technical Evaluation of bids	5 January 2021	Part 1-3 of Technical Evaluation Criteria (see paragraph 5)
Proof of Concept presentations	11-13 January 2021	Part 4 of Technical Evaluation Criteria (see paragraph 5)
Financial Evaluation of bids	16 January 2021	
Signature of contract	31 January 2021	

It is the Bidder's responsibility to ensure that their bid submissions reach the EUISS before the bid closing times as no late submissions will be accepted.

3.2 Tender Submission Instructions

All bids must be submitted in electronic format only to the following Bids submission website:

<https://gcv.m.iss.europa.eu/mf/view.php?id=42215>

The electronic submission procedures or protocols should be adhered to ensure safe and secure submission of the tender documents and supporting documents:

- a. Bidders shall organise their response in the same order as specified in paragraph 6 below.
- b. All forms and documents submitted in response to this Request for Proposals, must be saved in PDF format, except for those that are in Excel format.
- c. The Technical and Price proposal-related documents should be submitted in two separate ZIP files, one for each proposal.
- d. The Bids submission website allows each Bidder to submit maximum 14MB of data in response to this RFP.

4 PREPARATION OF RESPONSES

Bidders shall bear all costs associated with preparation and submission of the proposal. EUISS shall not be responsible or liable for any cost incurred during the bidding process.

5 EVALUATION CRITERIA

This Tender will be evaluated using a two-stage process. The First stage will comprise the **Technical Evaluation** which will be based on the **Technical Proposal** whilst the second Stage will comprise the **Financial Evaluation** which will be based on the **Price Proposal**. It is the Bidder's responsibility to ensure that it has responded to both evaluation criteria. Failure to meet the evaluation criteria may result in the Bidder being disqualified from being appointed. Bidders must ensure that they have included all supporting documentation, especially the documentation that may be required to support the response to the evaluation criteria.

5.1 Technical Evaluation Criteria

The Technical Evaluation Criteria which will be based on the **Technical Proposal** and will comprise four (4) parts.

5.1.1 Part 1 – Evaluation of Mandatory Documents Criteria

All Technical Proposals will be evaluated against the Mandatory Documents Criteria. Bidders must COMPLY WITH ALL the criteria below in order to qualify for further evaluation:

- The Bidder has signed and submitted the Declaration of Honour (**Refer to Section TP-1 of the Technical Proposal**).
- The Technical and Price proposals are submitted by the due date and time.

5.1.2 Part 2 – Functional Criteria

Bidders complying with ALL the Mandatory Documents Criteria will be evaluated against the Functional Criteria as set out below. Bidders must score 60 points or more out of a total 100 points allocated for Functional Criteria. Bidders that score less than 60 points will not be evaluated further. Bidders who obtain the required threshold of 60 points or more will qualify for further evaluation.

The scoring criteria for purposes of awarding points for the functional criteria will be as follows:

Criteria No	Functionality Criteria	Points Allocated
1.	Company Background (Section TP-3 of Technical Proposal)	10

Criteria No	Functionality Criteria	Points Allocated
2.	Track Record (Section TP-4)	10
3.	Application Software (Section TP-5)	15
4.	Technical and hardware Requirements (Section TP-6)	15
5.	Proposed Implementation Plan (Section TP-7)	25
6.	Ongoing Support Services (Section TP-8)	15
7.	Personnel Plan, Experience and Qualifications (Section TP-9)	10
Total points allocated for Functional Criteria		100

5.1.3 Part 3 – System Specifications Criteria

Bidders qualifying in Part 2 **Functional Criteria** will be evaluated against the **System Specification Criteria** as set out below. Bidders must score 60 points or more out of a total 100 points allocated for the **System Specifications Criteria**. Bidders that score less than 60 points will not be evaluated further. Bidders who obtain the required threshold points of 60 points or more will qualify for further evaluation

The scoring criteria for purposes of awarding points for the ERP Specifications Criteria will be as follows:

Criteria No.	System Specification Criteria	Points Allocated
1	Financial management	55
1.1	Accounts payable	10
1.2	Accounts receivable	10
1.3	Planning and budgeting	5
1.4	General Ledger	10
1.5	Cash management & reconciliation	10

Criteria No.	System Specification Criteria	Points Allocated
1.6	Fixed assets	5
1.7	Grant and Project Accounting	5
2	Procurement or Supply Chain Management	15
2.1	Purchasing	5
2.2	Mission management	10
3	Human Resources Management	25
3.1	Personnel management	10
3.2	Leave management	5
3.3	Payroll management	10
4	General and technical	5
Total points allocated for System Specification Criteria		100

5.1.4 Part 4 - Proof of Concept (POC) Presentation and Risk Assessment

Proof of Concept (POC)

Bidders qualifying in part 3 “**System Specification Criteria**” will be requested to conduct a POC Presentation. The POC Presentation will be used to determine how the solution complies with the system requirements. Bidders must score 60 points or more out of a total 100 points allocated for the **Proof of Concept**. Bidders that score less than 60 points will not be evaluated further. Bidders who obtain the required threshold points of 60 points or more and pass the **Risk Assessment** review will qualify for Financial Evaluation Criteria. The evaluation criteria for Proof of Concept will be as follows:

Criteria No.	Proof of Concept Criteria	Points Allocated
1	Functionality of Software	40
2	Quality of reports produced by the system	30
3	Ease of Use	30
Total points allocated for Proof of Concept Criteria		100

Bidders will be expected to select and prepare a **POC** presentation for **ONE (1)** functionally for **EACH** of the Financial Management, Human Resource and Procurement modules.

Risk Assessment

In addition to Proof of Concept presentation, all bids that meet the minimum qualifying score for Part 3: “**System Specifications Criteria**” will undergo a risk assessment based on the following framework:

- Any aspects that emanate from the Bidders individual responses
- Any information received from past references
- Acceptance of the **Special Conditions of Contract** as set out in paragraph 9 below.

EUISS may disqualify bidders based on the outcome of the risk assessment and Proof of Concept.

5.2 Financial Evaluation Criteria

Bidders that successfully achieve minimum points for **Technical Evaluation Criteria**³ will qualify for evaluation of their Price Proposal.

The Price score will be calculated as follows: the bidder offering the least expensive price receive 100 points. The other bidders will receive points according to the ratio between the least expensive price and their one, and then multiplied by 100, as shown in the formula below:

$$Price\ score = \frac{cheapest\ price}{bidder's\ price} * 100$$

5.3 Calculation of final score and ranking of bidders

The contracts will be awarded to the tenderer having passed the selection stage and offering the best value for money, i.e. the highest score in the final evaluation.

The final score of each tender is established by weighting technical quality against price on a 60/40 basis and will be calculated using the following formula:

$$Final\ Score = Technical\ Score * \frac{60}{100} + Price\ Score * \frac{40}{100}$$

Note: Technical Score is the simple average of the scores accumulated in Parts 2, 3 and 4 of the Technical Evaluation Criteria.

6 PROPOSAL RESPONSE FORMAT

To facilitate the analysis of responses to this RFP, Bidders are required to prepare their proposals in accordance with the instructions outlined in this section. **Bidders must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification.**

³ Meeting all the requirements for Part 1, 2, 3 and 4 of the Technical Evaluation Criteria

For each question asked in the RFP, the proposer shall provide its response by indicating the question asked and the answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be clearly numbered and labelled. The proposal should be organized as follows:

TECHNICAL PROPOSAL	
Section Number	Title
TP-1.	Standard Bidding Documents & Forms
TP-2.	Executive Summary
TP-3.	Company Background
TP-4.	Track Record - Vendor Evaluation Form
TP-5.	Application Software
TP-6.	Technical and Hardware Requirements
TP-7.	Proposed Implementation Plan
TP-8.	Ongoing Support Services
TP-9.	Personnel Plan, Experience and Qualifications
TP-10.	Functional System Requirements – (complete excel spreadsheet: Annexure 1 - Functional Requirements.xlsx)
TP-11.	License structure
TP-12.	Exceptions and Deviations

PRICE PROPOSAL	
Section Number	Title
PP-1.	Price Proposal

Instructions relative to each part of the response to this RFP are defined in paragraph 7 for Technical Proposal and paragraph 8 for Price Proposal below.

7 TECHNICAL PROPOSAL RESPONSE FORMAT

7.1 Standard Bidding Documents & Forms (Section TP-1)

7.1.1 Tender Acknowledgment Form – SBD1

Bidders wishing to seek clarifications in respect to this tender must return this form by 27 November 2020 to the following email address:

eduard.gudumac@iss.europa.eu

A copy of this form should be also included in the tender documents submitted by the Bidders.

7.1.2 Declaration of honour – SBD2

Bidders should complete and sign this form.

7.1.3 Legal Entity Form – SBD3

Bidders should complete and sign this form.

7.1.4 Financial Identification Form – SBD4

Bidders should complete and sign this form.

7.2 Executive Summary (Section TP-2)

This part of the response to the RFP should be limited to a brief narrative and not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented towards non-technical personnel. The executive summary should not include cost quotations.

7.3 Company Background (Section TP-3)

Bidders must provide information about their company so that the EUISS can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. Information that Bidders should provide in this section should include:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, etc.) and organization charts.
2. Financial information for the past TWO (2) completed financial years that includes income statements, balance sheets, and statement of cash flows.
3. If the Bidder is proposing to use subcontractors on this project, please provide background information on each subcontractor, Bidder's relationship with these firms and the specific services and/or products that the subcontractors will be providing on the project. A complete list of subcontractors is required. The EUISS has the right to approve all sub-contractors of the Bidder at any time.

7.4 Track Record (Section TP-4)

The Bidder must provide at least three (3) references from clients (other EU Agencies, non-profit organisations etc.) that are similar in size and complexity to the EUISS following the format below:

Name of client		Length of Contract		Monetary value of contract:	
Contact Name		Phone Number		Email address	
Outline of goods / services supplied:					

The EUISS reserves the right to verify any of the information provided, therefore we may elect to contact any of the presented organisations/companies for reference. With provision of the requested information, Bidder's permission is assumed granted unless specified otherwise.

7.5 Application Software (Section TP-5)

As the EUISS is contemplating an **EUISS-hosted** versus **vendor-hosted** solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

Please note, that regardless of selected solution the Bidder will have to ensure compliance with paragraph 9.23 of the Special Conditions on data security.

The Bidder is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Bidder's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Bidder.
5. For proposed third party products that are integrated with the Bidder's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Bidder's solution,
 - b. Extent to which this third-party product is integrated with the Bidder's solution.

7.6 Technical and Hardware Requirements (Section TP-6)

As the EUISS is contemplating an **EUISS-hosted** versus **vendor-hosted** solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in this section.

Please note that the EUISS has licences for on premises Microsoft Windows Server and Microsoft SQL Server. Do not include any potential license costs for these products in your Price Proposal.

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the EUISS, application modules, database size, and anticipated growth, must be provided.
- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LAN and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
- c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

In case of the **vendor-hosted** solution, please provide the following information:

- d. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to EUISS's network and bandwidth, and any partners that may be involved in service delivery.
- e. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
- f. Please describe your **support model**, including: cost structure for support calls.
- g. Please describe your **data centre and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.

- h. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
- i. Please describe your **change management**, upgrade, and patch management policies & practices?
- j. Describe your **systems administration/management** capabilities including:
 - k. monitoring of performance measures, intrusion detection, and error resolution.
- l. Describe how you will help the EUISS move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
- m. Please provide a copy of your **ISO 27001 certificate and the scope statement**.

7.7 Proposed Implementation Plan (Section TP-7)

The Bidder is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

Item No.	Title	Points Allocated
TP-7.1	General Implementation approach	4
TP-7.2	Project management approach	4
TP-7.3	Definition of hardware specification and advice on installations	3
TP-7.4	Data conversion and migration	3
TP-7.5	Report development	3
TP-7.6	Implementation and training services	2
TP-7.7	Change management	1
TP-7.8	System documentation and Testing	1
TP-7.9	Process re-engineering assistance	1
TP-7.10	Knowledge transfer to EUISS staff	1
TP-7.11	Other activities proposed by the Bidder	2
Total Points allocated to the Proposed Implementation Plan		25

The Bidder should not be constrained to only include the above items in the Bidder's proposal response if the Bidder feels that additional elements may add value to the overall implementation.

It is expected that the Bidder will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Bidder's proposed implementation plan are included in the following subsections.

As the EUISS is contemplating an EUISS-hosted versus vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

7.7.1 General Implementation Approach (Item TP-7.1)

Provide a general overview of the implementation approach you plan to use for the EUISS that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like EUISS.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

7.7.2 Project Management Approach (Item TP-7.2)

Provide an overall description of the Bidder's project management approach towards this type of engagement and projected timing for major phases. Provide a high-level work plan for achieving the successful deployment of your proposed system. The EUISS expects the Bidder to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with EUISS's project management team. This project manager can be an employee of the Bidder or a partner of the Bidder.

7.7.3 Hardware, Software & Storage Design and Installation Consulting (Item TP-7.3)

The EUISS usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Bidder is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

7.7.4 Data Conversion and Migration Plan (Item TP-7.4)

The current ERP system of the EUISS is based on MS Dynamics 2009. In addition to that, several processes are maintained in MS Excel.

It is anticipated that data conversion will occur when migrating to the new application. The Bidder is expected to assist the EUISS in the conversion of both electronic and manual data to the new system. It is expected that the Bidder will assist the EUISS with data extraction from current systems, scrubbing pre-processing of data. The Bidder will be responsible for

overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP.

1. Describe your general approach towards data conversion and how you would work with the EUISS to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

7.7.5 Report Development (Item TP-7.5)

For specific reporting requirements, it is anticipated that the Bidder will take the lead on developing any reports required as part of the initial deployment of the system. The Bidder is expected to provide specialized knowledge and information to the EUISS staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence.
2. Methods for the EUISS to identify, specify, and develop required custom reports during the implementation.

7.7.6 Implementation and Training (Item TP-7.6)

The Bidder is expected to implement a training plan to train the EUISS end-users following the approach:

- a. End user implementation training will be provided either on-site or using remote online tutorial sessions organised by the Bidder and include joint participation by the relevant EUISS process owner team lead supporting the process area in the new software system.
- b. Technical Implementation training will include training for EUISS IT staff on the technologies required to support the new ERP system.

The Bidder should provide an overall description of the training method, including the following:

- General timeframes in which the training will be conducted
- The Bidder must list the nature, level, and amount of training to be provided in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

7.7.7 Change Management Approach (Item TP-7.7)

The EUISS recognizes that a movement from the current environment to a new solution will present change management challenges. The Bidder should clearly identify their

approach towards Change Management including any unique approaches, processes, or tools that will be used.

7.7.8 System Documentation, manuals and Testing (Item TP-7.8)

The Bidder is expected to provide user manuals and online help for use by the EUISS as part of the initial training and on-going operational support. Additionally, the Bidder is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed.
2. Describe what types of documentation you anticipate developing during the course of the project.

The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the EUISS related to such testing:

1. System testing
2. Integration testing (in relation to the ERP modules)
3. Stress/performance testing
4. User acceptance testing (UAT)

7.7.9 Process Re-engineering Assistance (Item TP-7.9)

With the deployment of a new application, the EUISS wishes to take advantage of capabilities within the software that provide support for operational improvements. Bidders are requested to describe their approach towards process redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

7.7.10 Knowledge Transfer (Item TP-7.10)

The Bidder should describe their process for ensuring that a transfer of knowledge occurs back to EUISS such that staff is capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

7.7.11 Other activities proposed by the Bidder (Item TP-7.11)

Details of additional elements that the Bidder feels may add value to the overall implementation.

7.8 Ongoing Support Services (Section TP-8)

Please specify the nature and conditions of any post-implementation support options including:

- a. Post-go live support that is included in the proposal response.

- b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience).
- c. Telephone support.
- d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
- e. Toll-free support line.
- f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?).
- g. Online knowledge base (i.e. – how it accesses, who updates it, etc.)

7.9 Personnel Plan, Experience and Qualifications (Section TP-9)

The Bidder must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include CVs for all personnel that will be assigned to the project. If the Bidder is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Please provide an overall project organizational structure for both EUISS and Bidder’s staff involvement during the project (for both an EUISS-hosted and vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

7.10 Functional System Requirements (Section TP-10)

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the EUISS in implementing a new system is to provide a more integrated information system environment that **will eliminate** the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Attached to this RFP is an Excel spreadsheet “**ERP Functional System Requirements.xls**” which details a number of requirements that must be addressed by the Bidder’s proposal. The Bidder is expected to complete the excel spread sheet having followed the instructions below.

These requirements set out in the excel spreadsheet are considered mandatory in implementing the complete solution as defined in **section TP-5 – Application Software**.

Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the EUISS’s current and future data needs.

The Priority column includes one of the following entries to indicate the importance of the function to EUISS:

“H” – High:

An absolutely necessary feature to be gained from the implementation of a new system. This would be a feature that EUISS already has and uses in its current software, is available and/or tracked in a shadow system (i.e., spreadsheet, document, etc.)

“M” – Medium:

This is a feature that the EUISS would like in the new system that is not currently being tracked or is not existing functionality.

“L” – Low:

This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each Bidder should review the specifications and reports listed in each subsection and respond as to their availability within the Bidder’s software system. The responses should be entered under the “Availability” column of each form as follows:

Flag	Description
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the scope of work, as part of the deployment of the solution.
Z	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third-party products that provide this functionality MUST be included in the Price Proposal.
N	Functionality is not provided

7.11 License and Maintenance Agreements (Section TP-11)

Sample license and maintenance agreements must be provided in this part of the Bidder’s response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

7.12 Exceptions and Deviations (Section TP-12)

If the Bidder finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, “exceptions/deviations from proposal requirements.” This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Bidder in submitting a proposal, will accept this stipulation without recourse.

8 COST PROPOSAL RESPONSE FORMAT

8.1 Price Schedule (Section PP-1 of the Price Proposal)

Costs for the Vendor’s proposed solution should be submitted on the proposal pricing schedules provided in the associated Microsoft Excel pricing spreadsheet (see Annexure 2 - Price Proposal.xlsx).

The Summary Table must be signed and stamped by the bidder.

- Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time or annual/recurring.
- To the extent possible, the Bidder shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".
- Vendor shall provide prices in EUR.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- In presenting software license fees, the Bidders shall:
 - Explain all factors that could affect licensing fees;
 - Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
 - Indicate which product versions, operating platform(s), and machine classes are included for each price;
 - Indicate whether a product is for “server” or “client,” as applicable; and,
 - Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

- The EUISS prefers that Bidders provide separate prices for each item in the proposed solution. However, the Bidder is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the EUISS.
- The EUISS is strongly considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on-premise solution. As such, the EUISS is requesting proposals to include detailed information regarding the Bidder's hosting and licensing options.

9 SPECIAL CONDITIONS OF CONTRACT

The EUISS will enter into a Service Level Agreement which will be fully negotiated after a Bidder is selected. Responses to the terms outlined herein may be considered in the selection process and such terms shall be included in the final Agreement. The term "Agreement" or "this Agreement" shall mean the final contract between the EUISS and the selected bidder (the "Vendor"), which shall include these terms and conditions and all exhibits and attachments thereto.

The following Conditions of Contract substantially in the form contained in this paragraph 9 ("**Special Conditions of Contract**") are expected to be agreed to by the Bidders as part of contract negotiations. Exceptions must be explicitly noted in **section TP-12 Exceptions and Deviations** of the **Technical Proposal**. Lack of exceptions listed shall be considered acceptance of all of the terms and conditions as presented in this RFP.

9.1 Scope of Agreement

EUISS agrees to license the Software and receive the services detailed in Attachment <__>. Service Provider agrees to provide same, subject to the terms and conditions stated in this Agreement and Attachment <__>. Payment for such services shall be per Attachment <__>. The EUISS, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment <__> are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, formal Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of services shall be per Attachment <__>. EUISS agrees to provide server and desktop hardware configured per Attachment <__> based on Vendor's recommendation.

9.2 Professional Services Warranty

- A. The Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. The Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. The Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them on EUISS's premises shall obey the rules and regulations that are established by the EUISS and shall comply with the reasonable directions of

the EUISS's officers. The EUISS may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

- C. The Vendor shall be responsible for the acts of its employees and agents while on the EUISS's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the EUISS's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the EUISS, any damage that it, or its employees or agents, may cause to the premises or equipment of the EUISS. Should the Vendor fail to do so, the EUISS may repair or replace such damaged equipment and the Vendor shall promptly reimburse such cost of repair or replacement incurred by the EUISS.
- D. The Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the EUISS contact person and thereafter, if requested, furnish a full written report of such accident.
- E. The Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the EUISS's staff or visitors.
- F. The Vendor and its employees or agents shall have the right to use only those facilities of the EUISS that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the EUISS. The EUISS shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the EUISS's staff.
- G. The EUISS shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Vendor or its employees, subcontractors, or equipment suppliers.

9.3 Pricing

All prices for the Vendor's services as per Annexure 2, are for the term of the Agreement. The EUISS shall pay Vendor for satisfactory performance of the service specified in this Agreement, the sums in accordance with your reply to our RFP, and any related addenda.

9.4 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by

breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party.

9.5 Title and Confidentiality

Title and full rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies EUISS make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and EUISS shall take all reasonable steps necessary to protect the confidential nature of the Software, as EUISS would take to protect its own confidential information. EUISS further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to its directors, employees, agents, auditors, consultants, subcontractors & any party to whom such disclosure is necessary to the use for which rights are granted hereunder.

EUISS shall appropriately notify all its directors, employees, agents, auditors and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon EUISS, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if EUISS is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

9.6 Subcontractors

The Vendor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written approval from the EUISS. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

9.7 Approval of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the EUISS's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

The EUISS shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to the project by the Vendor. In the event that an employee of the Vendor is, in the opinion of the EUISS, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative,

the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

9.8 Assignments

This Agreement or any part thereof shall not be assigned or subcontracted by the Vendor without the prior written permission of the EUISS; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the EUISS.

9.9 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of EUISS. The Vendor shall not pledge or attempt to pledge the credit of EUISS or in any other way attempt to bind the EUISS.

The relationship of the Vendor to EUISS shall be that of an independent contractor and no principal/ agent or employer-employee relationship is created by the Agreement.

9.10 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to EUISS, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by EUISS, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging EUISS's right to use the Software or Equipment, Vendor shall defend and indemnify EUISS and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable EUISS to continue to use the Software or develop or obtain a non-infringing substitute acceptable to EUISS at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.

- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of EUISS as set forth in the Technical Proposal section.
- E. EUISS has: (i) presented detailed technical specifications of the particular purpose for which the System is intended and (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose. Given this advanced preparation concerning, and documentation about, EUISS's particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that EUISS is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Technical Proposal section.
- F. Vendor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in EUISS's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by EUISS and represents and warrants that such hardware system is sufficient for EUISS's current and reasonably projected use, including account and transaction volumes.

9.11 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by EUISS after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The EUISS shall be the sole judge of whether all conditions for final acceptance criteria have been met. Upon final acceptance, title to the system is deemed to be conveyed to the EUISS.

9.12 Standard Forms and Contracts

Any forms and contracts the Vendor proposes to include as part of the Agreement must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. EUISS reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the EUISS be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The EUISS will have the right to negotiate any and all contracts/agreements and prices/fees with the finalist bidder, if doing so is deemed in the best interest of the EUISS.

9.13 Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the EUISS unless Vendor receives specific written authorization in advance from the EUISS. Vendor will limit and direct any of its advertising on the EUISS's premises and shall make arrangements for such advertising. Vendor shall not install any signs or other displays within or outside of the EUISS's premises unless in each instance the prior written approval of the EUISS has been obtained. However, nothing in this clause shall preclude Vendor from listing the EUISS on its routine list for matters of reference.

9.14 Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the software code exists. The Vendor agrees that any and all access to any software code residing on the EUISS server must be granted by the EUISS to the Vendor, at its sole discretion.

9.15 Non-Performance Procedures

In the event that the EUISS determines that the Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the EUISS shall have the right to do any of the following: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and EUISS decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at EUISS's location until the non-performance is resolved, (e) invoke the Termination clause herein.

9.16 Replication of Software

EUISS shall not copy Software for any purposes other than for back up or disaster recovery. EUISS has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement or warranties herein.

9.17 Project Schedule and Acceptance

Vendor will develop a detailed Project Schedule that details both Vendor and EUISS's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and EUISS agree that a mutually agreeable Project Schedule will be submitted to and approved by the EUISS to be completed within days of the Effective Date. In the event that the Vendor is unable to provide the Project

Schedule within days, EUISS will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by EUISS.

9.18 Acceptance Testing

For purposes of acceptance of the System (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- I. **Written Deliverable:** Vendor shall submit interim drafts (stamped, noted or otherwise clearly marked “Draft”) of a written deliverable to EUISS for review prior to approval. EUISS agrees to review and provide comments to Vendor on each interim draft within the agreed reasonable time after receiving it from Vendor. Any proposed amendments to the written deliverable requested by the EUISS shall be promptly correct by the Vendor and returned to EUISS for Acceptance. EUISS will not unreasonably withhold, delay or condition its approval of a final written deliverable. Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the EUISS and date returned.
- II. **Software Deliverable:** Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. “Specification” means the Project Scope and Requirements found at Exhibit “...” and any other written specifications delivered to the EUISS by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the EUISS and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the “Acceptance Tests” or “Acceptance Testing”).

- a. The “**Acceptance Test Period**” for each Software Deliverable will be five (5) Business Days unless an alternate time is mutually agreed upon between Vendor and EUISS. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Vendor and EUISS, after the Software Deliverable is installed at EUISS’s designated site and Vendor has successfully completed Vendor’s installation test and notified EUISS that the Software deliverable is “Ready for Acceptance Testing.” Vendor will not be obligated to deliver a Software Deliverable to EUISS until EUISS demonstrates the readiness of the target technical platform and environment, as described in Exhibit “...”, and according to the Project Scope and Requirements.
- b. If EUISS determines during the Acceptance Test Period that the Software Deliverable contains a Defect, EUISS will promptly send the Vendor a written notice reporting the alleged Defect describing it to the

- Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to EUISS for re-testing. EUISS will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and EUISS will mutually agree upon an updated Acceptance Test Period.
- c. By the end of the Acceptance Testing Period EUISS will provide Vendor with a final written list reporting any outstanding Defects (the “Snag List”). EUISS will have ten (10) Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Snag List have been removed. If any Defects that were reported on the Snag List have not been removed, EUISS will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this paragraph will be repeated for the remaining Defects on the Snag List.
 - d. Vendor and EUISS each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- III. **“User Acceptance Testing”** shall mean testing of each Phase using the process defined under Part <__> - Section <__>; provided, however, the Acceptance Test Period will be days unless otherwise mutually agreed.
- IV. **“Conditional Acceptance”** will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or GoLive of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will bedays, Vendor and EUISS will work diligently to put the Phase into Go Live operations.
- V. **“Final Acceptance”** involves use of the Solution in totality in production operations for a period of days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after days the Solution performs without Defects, the EUISS and the Vendor will both issue and execute a “Final Acceptance” of the Phase. The time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the Final Acceptance time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

9.19 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the EUISS for its review a pay request in a form agreeable to the EUISS. The pay request shall be accompanied by such supporting documentation as required by the EUISS.

9.20 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. EUISS will not make a separate payment for reimbursable expenses. EUISS shall not be liable for additional travel costs incurred due for any reason outside EUISS's control.

9.21 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the EUISS or any member of his/her immediate family.

9.22 Intellectual Property

All information, data, programs, publications & media created specifically for and paid for by the EUISS or as a result of the work identified in this Agreement is the property of the EUISS unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

9.23 Specifications for Security

The Vendor shall implement and maintain throughout the duration of this Agreement security features, systems and processes in line with relevant standards such as ISO 27001 and BS 25999 (or equivalent standards or measures).

EUISS data must never leave EU territory and no access shall be granted from outside this territory.

Hence, data in transit, including terminal connections (etc.) for the delivery of remotely managed services must not pass through non-EU territory. In other words, any system access and remote management of applications and servers etc. from offshore and other external facilities located outside of the European Union is not permitted. This also applies to user authorisations and their management.

Also, the Vendor shall adopt appropriate technical, physical and organisational security measures to mitigate risks associated with the processing of personal data. Data security and confidentiality shall be ensured throughout the whole information lifecycle, e.g. when personal data is transmitted, stored, processed, archived or when the data or a related data media is disposed.