

Request for Proposal

For Salesforce Backup Solution & Sandbox Seeding



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A –REQUEST FOR PROPOSAL PROCEDURE

By submitting a bid, the bidder accepts the specific and general conditions of this document, irrespective of its own conditions, which it hereby waives. Bidders must carefully examine and comply with all instructions, forms, clauses, and specifications stated in this call for tenders.

Submitting a bid not containing all the information and documents requested before the stated deadline may result in refusal of the bid in question.

1. Introduction

MSF in brief

Médecins Sans Frontières (MSF) is an international, independent, medical humanitarian organisation that delivers emergency aid to people affected by armed conflict, epidemics, natural disasters and exclusion from healthcare. MSF offers assistance to people based on need, irrespective of race, religion, gender or political affiliation. Médecins Sans Frontières received the Nobel Peace Prize in 1999.

MSF/Läkare Utan Gränser in Sweden

The Swedish section of MSF, founded in 1993, has four main areas of activity:

- Fundraising
- Recruitment and deployment of international mobile staff
- Awareness raising
- Support the project activities through the innovation and evaluation units.

MSF Sweden raises money through donations and in addition recruits international mobile staff, as well as forms public opinions. We inform the public, politicians, media and experts on the lives of the people we meet in our projects. For more information about MSF please visit our website www.lakareutangranser.se

2. Objectives

The objective of this Call for Tenders is to seek competitive bids to select a supplier to provide a backup solution for our Salesforce Org.

Médecins Sans Frontières Sweden is issuing this Call for tender.

The results of the call of tenders will be shared with other MSF entities, as well as the contact details of the final provider selected.

3. Background information and what to include in the tender:

MSF Sweden has been using Salesforce since June 2022. Our Salesforce org contains around 450 000 contacts and over 6 million opportunities, and since Salesforce is our main business driver for fundraising it is a vital system. In the event of data corruption or data base failure MSF Sweden needs a way to quickly recover from a serious data incident without significant

loss of productivity. In addition to the needs for a backup solution MSF Sweden is also in need of a solution which can assist with Sandbox seeding for testing.

MSF Sweden is looking for GDPR compliant and competitively priced backup solution for our Salesforce Data where:

- MSF swiftly and independently can recover from data incidents
- MSF can be self-serving in handling data recovery
- MSF can recover both Records and Metadata
- A service that is fully integrated with the Non Profit Service Pack as well as custom objects / metadata

To submit a proposal for this tender please attach the following with your response

- A summary of your services
- Prices and/or pricing model
 - Include prices for onboarding / training as well if applicable
- If applicable a summary of onboarding program / startup assistance on offer

Valuables

- GDPR Certifications / Documentation
- Experience working with NGOs and Salesforce NPSP

4. Timeline

Launch of Invitation for Tender	2023-11-01
Deadline for requesting clarification from MSF	2023-11-08
Deadline for submitting bids	2023-11-15
Negotiations	2023-11-15 – 2023-11-22
Final evaluation and Contract award	2023-11-24
Estimated start date	2023-12-04

This schedule may be updated by MSF based on constraints encountered.

5. Questions and Clarifications

If MSF, at its own initiative or in response to a request from a candidate, add or clarify information in the call for tenders, this information may be sent in writing and shared at the same time with all other potential bidders.

Bidders can send their questions - **no later than 2023-11-08** – with the subject “*Salesforce Backup Solution- Call for tenders – Request for inquiries*” to the following e-mail address: petter.hagg@stockholm.msf.org

6. Eligibility

Bidders may include a partner in their response to ensure more complete coverage of the specification.

7. Instructions to submit a bid

a. Response format

Bids should be submitted by e-mail - **no later than 2023-11-15** – with the subject “*Salesforce Backup Solution - Call for tenders*” to the following e-mail addresses:
petter.hagg@stockholm.msf.org

b. Content of bids – Deliverables

Vendor proposal format:

All proposals should include the following components:

- Organizational information: name and address, contact person, website, number of employees, turnover.
- Experience: identification of and experience with similar types of work.
- Executive summary of vendor proposal, containing synopsis of vendor’s approach as it pertains to our functional requirements.
- Project plan, including training offers / timings, highlighting dependencies on MSF staff
- Response to key objectives and functional requirements.
- References: List of previous clients for similar type of work with contact information.
- Examples of delivered outputs/products from similar projects.
- Sustainable Procurement in MSF is the continuity of our humanitarian mission by ensuring that our products and services are procured from sustainable sources with the least environmental and most positive social impact with the best value for money. Sustainable procurement considers items’ economic, environmental, and social impact from manufacturing to end of life, and service providers’ sustainable practices from beginning to end of the contract. MSF is aiming at reducing our carbon emissions with 50% between 2019 and 2030. This goal derives from Agenda 2030 and is a movement-wide commitment. We kindly request the vendor to describe how the company work to reduce carbon emissions, what goals the vendor are striving towards achieving in relation the sustainability work. This can be done by sharing the company’s sustainability report if there is one, or by including a brief text in the proposal that describes how the company works with regards to sustainability. It may touch upon environmental as well as social goals such as being a responsible employer. We also invite you to tells us how the activities of the company can be put in relation to Agenda 2030, for example by explaining which of the 17 global sustainability goals the company may impact the most.



- Diversity, equity and inclusion (DEI): MSF actively works with diversity, anti-racism and inclusion in the workplace, i.e. to create equal opportunity in the workplace. Therefore, we kindly ask our suppliers to describe their efforts in relation to DEI, either as a separate section in the tender, or by submitting a DEI report or other suitable documentation.
- Pricing.

The bidder's proposal must provide sufficient information to demonstrate compliance with the required conditions set out in each part of this call for tenders.

8. Invitation for Tender procedure

Proposals received after 2023-11-15, will not be considered.

It will not be possible to edit or review proposals once the closure date for the Call for tender has passed. MSF reserves the right, at its sole discretion, to request clarification or additional information from any bidder or from all bidders. However, bidders are informed that any clarification requested by MSF will not enable them to correct their bid or to a fundamental modification.

MSF reserves the right to negotiate, accept or reject any proposal or quotation at its sole discretion and to continue the competitive dialogue for any response that it considers advantageous. MSF is not bound to accept the lowest prices nor any proposal.

MSF reserves the right to draw up a list of pre-selected suppliers, based on criteria set out in section 14 of this document. More detailed discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

9. Period of validity

Suppliers undertake to submit a bid that will remain valid for a minimum period of ninety (90) days with effect from the closure date for bids.

10. Currency

Bids must be submitted in SEK.

11. Language of bids and procedure

Bids and all correspondence and all documents relating to the bid, exchanged between the bidder and MSF, must be written in English.

12. Modification or withdrawal of bids

Bidders may modify or withdraw their bid subject to written notification before the deadline date for submission proposals stated in section 4. No bid may be edited after this date. Withdrawal is firm and final and will terminate any participation in the Call for tenders procedure.

13. Bid preparation costs

No expenses incurred by the bidder in preparing and submitting its bid will be reimbursed.

14. Assessment of bids and selection criteria

Bids will subsequently be assessed by an assessment committee made up of MSF representatives.

Compliant bids will be assessed according to the following criteria:

- Specific needs fulfillment
- Proven reliability of the proposed services.
- Pricing
- Compliance with MSF Terms & Conditions
- Sustainability, Diversity, Equity, and inclusion
- Adequate human resources provided to ensure the success of the event.

To ensure transparency and equal treatment, the Tender Panel may ask bidders, in writing, to provide clarification about their bid within 72 hours. None of these requests for clarification should be intended to correct any initial errors or omissions affecting execution of the contract or distorting competition.

15. Proprietary nature of bids

No information relating to the examination, clarification, assessment, and comparison of bids and to recommendations relating to awarding the contract may be disclosed to any person outside the examination and assessment procedure, until the announcement is made to award the contract to the selected bidder.

16. Cancellation of the tender procedure

If a tender procedure is cancelled, bidders will be notified by MSF. Under no circumstances shall MSF be liable for damages of any kind whatsoever (particularly damages in compensation for loss of profits) if the call for tenders is cancelled.

17. Confidentiality

Each Party undertakes to maintain the strictest confidentiality of any information of which it will have knowledge, by any means whatsoever, in connection with this call for tenders.

The Party receiving confidential information is prohibited from publishing or disclosing the confidential information to a third party.

Each Party undertakes to take all appropriate measures to ensure its staff and any sub-contractors comply with this obligation of confidentiality. Furthermore, it will make all practical provisions to physically protect this information, particularly during archiving.

The obligations arising from this article do not apply if the Party receiving the information provides evidence that:

- The information, at the time it was communicated, was already accessible to the public or has been made public in some way other than by breaching an undertaking included in this confidentiality clause.
- The information has been legally brought to the knowledge of a third party by a source other than the Party receiving the information.
- Disclosure of the information is required by law, a court ruling or public authority of any kind whatsoever.

The duty of confidentiality as described above remains in force throughout the duration of the call for tenders and will continue for the subsequent five (5) years.

B – Annexes.

1. Läkare Utan Gränser General conditions for the purchase of services

These General Terms and Conditions apply to Läkare Utan Gränser/ Médecins Sans Frontières Sweden (Called MSFSE below) purchase of services. Deviations from the terms must be agreed in writing to be valid. In matters not regulated by these, conditions apply to the purchase act (SFS1990: 931) for the agreed delivery.

These General Terms and Conditions apply as an addition to and as an integral part of the MSFSE and the Supplier specially agreed contract for delivery of contracted service / contracted services, including further terms of such as price, specifications, delivery times, etc. The terms set forth in the delivery agreement or orders made under the delivery agreement in accordance with paragraph 2 below shall always take precedence over the provisions of these general terms and conditions.

1 Definitions

"**Assignment**" means the service (s) contracted under the aforementioned delivery agreement, and / or according to order made under the delivery agreement as per item 2 below.

"**MSFSE**" refers to MSF.

The "**Supplier**" refers to the company with which the MSFSE entered into contracts for the performance of Commissions in accordance with the delivery agreement and / or as ordered under the delivery agreement in accordance with item 2 below.

2 Order

Orders under the delivery agreement must be in writing and the name, department and address of the customer at MSFSE shall be specified for the order to be binding on MSFSE. If MSFSE requests, the Supplier shall accept and make sure order can be made electronically in accordance with MSFSE instructions.

3 Price

Contracted prices / price levels are fixed during the contract period. If the Supplier lowered the price / price level from the delivery agreement subscription and until delivery date, the Supplier is required to invoice the lower price.

Contracted prices are inclusive of VAT and include all other taxes and fees. Suppliers compensation includes all costs incurred by the Supplier for the execution of the respective Commissions, such as payroll and payroll costs, overtime pay, travel and subsistence expenses as well as taxes and fees. Compensation for the expense will only be paid if the expense is written in advance by MSFSE.

4 General Commitments in the performance of assignments

The supplier is required to take all the necessary steps to obtain the required knowledge and understanding for each Assignment and completion thereof, and to ensure that each Assignment is performed in a professional manner in accordance with the agreed timeframe and in compliance with applicable specifications and other requirements.

Assignments shall be carried out in accordance with the highest care and quality, applying good practice in the industry and in accordance with current law and regulations, applicable standards and MSFSE's internal ordinal and safety regulations.

The supplier does not own the right to hire a subcontractor for the performance of an Assignment or part thereof, unless MSFSE has left its written approval in advance. The supplier is responsible for potential subcontractors' actions as well as for their own operation.

5 Organization and staff

For the performance of each Assignment, the Supplier shall keep an organization and preparedness with appropriate, qualified and competent staff with adequate qualifications, skills and knowledge of the Assignment and its execution.

The supplier is only entitled to replace the key personnel designated for each of the Assignments or equivalent with other staff with the written consent of MSFSE. Other staff than key personnel or corresponding may be replaced without MSFSE's written consent provided that the replacement staff have at least the same skills within the current area as replaced personnel and that the Assignment or part thereof does not suffer from the exchange.

At MSFSE's request, the Supplier is required to exchange individual personnel who are not considered to meet the agreed quality or competency requirements or, as MSFSE, is not otherwise satisfied with.

6 Insight

To ensure the proper fulfilment of Assignments, MSFSE is entitled to transparency in the Supplier's operations. At such request from the MSFSE, the Supplier shall actively assist in providing requested information and where MSFSE wishes to make access to the Supplier's premises.

7 Delivery and approval

A delivery is not completed until the Assignment has been completed and reported in all parts and all the Assignment attributable documentation and other results have been delivered to MSFSE, and (ii) MSFSE has submitted delivery approval.

8 Delayed delivery and penalty payments

If delivery, as stated in item 7 above, has not been completed by the agreed delivery date, it is considered to be a delayed delivery. In the event of a delayed delivery, depending on the Supplier or any relationship on its part, the Supplier shall pay penalty with 0.4% per day on the whole contract price according to the supply agreement for each commenced day past the delivery date. Up to an amount of 20% of the same amount.

MSFSE is entitled to cancel the Assignment and / or the delivery agreement in full, with immediate effect when the maximum penalty amount has been achieved and is entitled to demand compensation for any potential damage caused.

MSFSE also owns the right to cancel the Assignment and / or the delivery agreement in its entirety with immediate effect as well as demand compensation for any damage should it appear likely that the delivery will be delayed by more than five (5) weeks.

9 Obligation to notify

The supplier shall in writing, notify MSFSE without delay if it appears likely that either of the below specified events will occur, or have already occurred:

- Delayed delivery.
- Significant change of ownership relationship with the Supplier or the part of the Supplier's business which performs the Supplier's obligations under the delivery agreement, individual Assignments or these general terms and conditions.
- Infringement of the right of third parties.
- The supplier or any of their subcontractors cancel their payments, has declared bankruptcy, are subject for compulsory liquidation, have applied for business reconstruction or otherwise may be considered as insolvent.
- The occurrence or termination of circumstance referred to in section 14.
- The notification obligation under this paragraph 9 does not imply waiver or waiver of others stated herein terms.

10 Payment and billing

Unless otherwise agreed, Assignments may not be invoiced until after their approved delivery, but if the Supplier's remuneration is paid on a regular basis, the Supplier is entitled to invoice monthly in arrears. If it is desired by MSFSE, the Supplier shall accept and ensure that invoicing is done electronically in accordance with the MSFSE instructions.

Only invoices that are in accordance with MSFSE's specific instructions (regarding addressee, billing address, reference number etc.) will be processed for payment.

Payment terms are 30 days net from the date of receipt of the invoice.

When invoicing, the Supplier shall, except in cases where a fixed price for the Contract has been agreed, specify the purpose of the debits and time spent on hours per day and staff, all well-specified on posts. On MSFSE's request, the Supplier are required to report the internal time notifications of relevant personnel.

In the event of a dispute regarding invoice mail, MSFSE is entitled to hold the disputed amount until the parties have reached a final agreement.

In the case of a delayed payment, the Supplier are entitled to demand a default interest rate in accordance with the Interest Act (SFS1975: 635). The supplier may not charge additional delay or administration fees on top of the previously stated interest rate.

11 Warranty

The Supplier guarantees that each Assignment and subsequently all related results delivered during the timeframe of one (1) year from when delivery has been considered fulfilled in accordance to point 7 above, has in all respects been performed professionally and in a workmanlike manner, is free from errors or shortcomings and thus in every respect fully meets the applicable specifications, quality, requirements on efficiency, functionality and other requirements as previously agreed, or as MSFSE otherwise has had reason to expect. Each deviation from the said guarantee shall be deemed to be an error. The supplier

undertakes to without delay, at its own risk and expense, correct any errors that might have occurred during the warranty period.

Legal guarantee on errors can occur at any time during the warranty period, without regard to specific time limits for legal guarantees. If the Supplier fails to fulfil its commitments satisfactorily within a reasonable period, MSFSE is entitled to do so by themselves or with the use of any other person at the expense of the Supplier. MSFSE also owns the right to claim a deduction from the purchase price corresponding to the error or to cancel the Assignment and / or the delivery agreement in its whole.

In addition to the above, MSFSE always has the right to compensation for the damage caused by the error.

12 Responsibility and insurance

The Supplier is liable for any damage by either them or any other party for which they responsible for, inflicted on MSFSE within the framework of the supply contract, the assignment and/or these general terms. However, the Supplier is only responsible for loss of profit, and other indirect damage if these are caused by gross negligence or with malicious intent by the Supplier or other party under their supervision. The corresponding liability for indirect damage also mutually applies to MSFSE relative to the Supplier.

The Supplier shall, in respect of his / her commitments under the Contract of delivery / individual Assignment, hold the required liability insurance amounting to an adequate amount.

The insurance shall include protection for the Supplier's proprietary property in which MSFSE has an interest. When requested, the supplier shall provide MSFSE with a copy of their insurance certificate and proof that the insurance premium is paid. If damage has been inflicted to MSFSE, for which the Supplier may receive insurance compensation, the Supplier shall, in the best possible capacity, apply for such compensation and immediately pay it to MSFSE.

13 Termination and cancellation

In addition to the statements in these General Terms and Conditions, MSFSE is entitled to cancel the Assignment and/or the delivery agreement in its entirety with immediate effect.

- (a) if the Supplier violates any commitment or condition under the delivery agreement, the draft or these general terms and conditions that is considered significant for MSFSE;
- (b) if the Supplier otherwise violates any commitment or condition and does not make corrections within 30 days from receiving a written notice from MSFSE;
- (c) in the event of a significant change of ownership related to the Supplier or the part of the Supplier's movement which performs the Supplier's commitments within the framework of the delivery agreement, the individual Assignment or these general terms; or
- (d) if the Supplier cancels their payments, declares bankruptcy or liquidation, applying for company reconstruction or otherwise may be considered as insolvent.

In the event of termination as stated above, MSFSE is entitled to compensation for the loss suffered by MSFSE due to the termination, and the conditions, actions etc. imparted by the Supplier, that has caused the termination/cancellation.

In addition to what otherwise follows from these General Terms and Conditions, MSFSE is entitled to at any time, and with immediate effect, cancel unfinished parts of the Assignment. In the event of such a cancellation, the Supplier is entitled, unless payment has already been received from MSFSE, due compensation for work already completed and the necessary direct costs incurred by the cancelled Assignment. In this case, the Supplier shall never be entitled to compensation amounting to more than the amount that MSFSE would have paid for the Assignment if a cancellation had not occurred.

In case of termination or cancellation under these terms and conditions, the Supplier shall never, except where MSFSE so in writing agree, be entitled to retain or offset any advance payment, that has been paid by MSFSE, against any claim for compensation that the Supplier may make in connection with the cancellation or cancellation; All such advance payments must be repaid to MSFSE immediately upon MSFSE's request.

14 Force majeure

If a party is prevented from fulfilling its obligations under the delivery agreement, individual Assignments or these general terms condition, due to circumstances beyond his control that they cannot reasonably have expected when the delivery agreement were met respectively when the order was made and the consequences of which they could not reasonably have avoided or overcome, this shall constitute liberation grounds, leading to postponing of performance as well as exemption from penalties and other sanctions.

If compliance to a substantial part is prevented for longer than three (3) months due to a certain circumstance mentioned above, a party, without liability, they may in writing withdraw from the Assignment and or supply agreement completely or partly.

15 Processing of personal data

If any Assignment in any part includes processing of personal data for which MSFSE is responsible, a separate Personal Data Access Agreement shall be established. In cases where the Supplier is processing personal data, the subject matter of the Personal Data Entry Agreement shall also apply to the Supplier's processing of personal data and obligations under the Supplier Agreement. To avoid misunderstandings: in the event of a contradiction between the terms of the Supplier Agreement and the Personal Data Entry Agreement, the terms of the Personal Data Entry Agreement shall prevail in all processing of personal data and nothing in the Supplier Agreement shall be deemed to limit or change the terms of the Personal Data Entry Agreement if it does not mean that MSFSE does not fulfil the requirements in data protection legislation. For the rest, the MSFSE integrity policy for handling of personal data is valid within this agreement, <https://www.lakareutangranser.se/var-integritetspolicy>

16 Privacy

Neither party is entitled to issue or use information in any way without the written consent of the other party relating to the counterparty or its activities beyond what is required for the performance of the commitments under the delivery agreement, single Assignment or these general terms. Unless otherwise agreed, the confidentiality obligation is at least three (3) years from the date of the delivery agreement. MSFSE is entitled to share all information received from the Provider with its alliance partners.

17 Rights / infringement proceedings

Unless otherwise agreed, MSFSE will have full ownership and right of disposal for each result, both material and immaterial, produced during the delivery agreement and any order made under the delivery agreement. Corresponding rights applies to the Suppliers applied method(s) for achieving the result(s). The transition of ownership shall be complete, definitive and without limitation, and the MSFSE thus receives unrestricted and exclusive right to change, multiply and transfer, assign, pledge and otherwise dispose of the result(s) and method(s). provider ensures that every result that appears under the Assignment and all methods of achieving the result is made exclusively for MSFSE and that no part therein, either by possession, use, resale or transfer, infringes the rights of third parties.

The supplier shall hold MSFSE unharmed in each case of third-party infringement proceedings and be liable for all expenses, costs, damages and losses that occur for MSFSE for infringement or alleged infringement. If an infringement is considered to have occurred or if, according to the Supplier's own assessment, it is likely that there will be an infringement, the Supplier should, at their own expense either assure MSFSE the right to continue using the result / method or replace the result / method with any equivalent, whose use does not involve intrusion and does not result any deterioration for MSFSE. This item 17 shall be valid even after the termination of the delivery agreement whereas it has otherwise ended to apply.

18 External information

Advertising, articles, press releases or other messages containing the name Läkare Utan Gränser, MSF or MSFSE, in full or abridged form, or logotype, addressed to third parties, must be approved in writing by MSFSE.

19 Environment, Child Labour and "Global Compact"

The Supplier and any potential subcontractors must have a well-documented environmental policy, a high environmental awareness and take responsibility for compliance with current rules and be actively working on the development of environmental improvement measures. Provider shall also ensure that for any time, there is an action plan and a monitoring program in place, in order to reduce environmental stress in the production and transport chain.

The supplier and any subcontractors shall comply with the ILO Convention C138 and the UN General Assembly Resolution 44/25 of 20 November 1989 regarding child labour.

20 Other sections of Läkare Utan Gränser (MSF)

The supplier offers other MSF sections in the Nordic countries (currently Norway, Denmark and Finland), the same right as MSFSE to make orders under the delivery agreement, whereby the provisions of the delivery agreement including any attachments and these general terms and conditions shall apply mutatis mutandis.

21 Interpretation precedence

In case of disagreement about the interpretation of the delivery agreement, individual Assignment or these general terms, the interpretation made by MSFSE is valid until such disagreement has been finalized or the parties agree otherwise in writing. MSFSE shall notify the Supplier in writing if the MSFSE intends to apply its right to interpretation by expressly referencing to this paragraph 21 as well as the indication of the MSFSE interpretation of the disputed condition.

22 Transfer of Contract

A party is not entitled to transfer its rights or obligations during the delivery agreement, individual Assignment or these general terms without the written consent of the other party. However, MSFSE owns the right to transfer all or part of the delivery agreement / individual Assignments and / or their rights and obligations under this and under these general conditions to another section within Médecins Sans Frontières (MSF).

23 Disputes and applicable law

Swedish law shall apply to the delivery agreement, individual Assignments and these general terms and conditions. Disputes arising therefrom, and / or related legal relationships shall be settled by means of a simplified arbitration according to Stockholm Chamber of commerce and according to Arbitration Policy for simplified arbitration. Arbitration will take place in Stockholm and will be held in Swedish.