

<p>European Stability Mechanism</p> 
<h2>Request for Proposal</h2>
<p>Ref. No.: IT/06/SN/MC/23</p>
<p>Provision of Support and Implementation services for the ESM ServiceNow</p>
<p>24/05/23</p>

Contents

1	Introduction	4
1.1	The European Stability Mechanism	4
1.2	Overview of this RFP	4
1.3	Overview of the Procurement Requirement	4
2	RFP Content	5
3	The RFP Process	5
3.1.	Type of Procurement Procedure.....	5
3.2.	Procurement Process Steps and Timelines.....	5
3.3.	Eligibility, Exclusion, Selection and Award Criteria	6
3.4.	The ESM Contact Details.....	8
3.5.	Clarifications of the RFP	8
3.6.	Due Diligence Elements	8
3.7.	Negotiations.....	8
3.8.	Notification of the ESM’s decision	9
3.9.	Contract Terms and Conditions	9
4	Terms and Conditions of the RFP.....	9
4.1	Rights of the ESM.....	9
4.2	Cost of Participating in the Procurement Process	10
4.3	Materials and Documents.....	10
4.4	Validity of the Proposal.....	10
4.5	Compliance with Law	10
4.6	Trade Name, Logo and Marks.....	11
4.7	Confidentiality.....	11
4.8	Involvement of/Reliance on Third Parties	11
4.9	Transfer of Undertakings	12
5	Structure of the Proposal.....	13
6	Submission of the Proposal.....	15
	Annex 1 Terms of Reference.....	16
	Annex 2 Eligibility, Exclusion Criteria, and other required information and documents	23
	Annex 3 Selection and Award criteria.....	24
1.	Selection Criteria.....	24
1)	Economic and financial standing	24
2)	Technical or professional ability	24
3)	Authorisation and suitability to carry out the relevant professional activity.....	26
2.	Award Criteria	27
	Annex 4 Commercial Response Annex	30

Annex 5 Draft Agreement 31

1 Introduction

1.1 The European Stability Mechanism

The European Stability Mechanism (“**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website: www.esm.europa.eu.

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 nor Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

1.2 Overview of this RFP

This Request for Proposal (“**RFP**”) sets out the procurement requirement and procurement process of the ESM that parties are invited to respond to. The agreement to be awarded as a result of this procurement process (“**Agreement**” or “**Contract**”) will be awarded to the Candidate whose Proposal best meets the award criteria. The Agreement will include the requirements and obligations set out in the Terms of Reference, enclosed as Annex 1, and those set out in Annex 4 of this RFP as potentially adapted and agreed, if required, between the selected Candidate and the ESM during the course of this procurement procedure.

For the purposes of this RFP, candidates who wish to participate in this procurement process are referred to as “**Candidate**” or “**Candidates**” and their response is referred to as a “**Proposal**” or “**Proposals**”.

Unless otherwise defined in this RFP, all capitalised terms used in this RFP have the meanings ascribed to them in the ESM Procurement Policy.

1.3 Overview of the Procurement Requirement

The ESM intends to conclude a single Agreement for the provision of the services with a single service provider (“**Service Provider**”) to support the service needs of the ESM as further detailed in the Terms of Reference provided in Annex 1 of this RFP (“**Services**”).

The ESM’s official working language is English and the Services must be provided in English.

The Agreement will be awarded for a four (4) year term.

2 RFP Content

The RFP package consists of the following documents:

No.	Document Title	Comment
1.	Request for Proposal – Core Document	This document
Annexes		
2.	Annex 1 – Terms of Reference	Below
3.	Annex 2 – Section 1: Declaration on Eligibility Section 2 : Non-Collusion Declaration, Section 3: Cover Certification Form / Consortium / Subcontractor letter	Attached
4.	Annex 3 – Selection and Award Criteria and response elements	Below
5.	Annex 4 – Commercial Response Annex	Attached
6.	Annex 5 – ESM Draft Agreement	Attached

3 The RFP Process

3.1. Type of Procurement Procedure

This procurement process is carried out by the ESM under a Negotiated Procedure with Full Publication in accordance with Article 9.1 (3) and Article 3 (6) of Annex 4 of the ESM Procurement Policy and is referred to in this RFP as a procurement process or a procurement procedure.

3.2. Procurement Process Steps and Timelines

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	24/05/23

No.	Procurement Process Steps	Timeline
2.	<p>Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool)</p> <p>Note: comments about the legal terms will not be clarified during this Q&A period but with the preferred candidate at a later stage.</p>	08/06/23 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool).	Regularly
4.	Deadline for submission of Proposals (via the ESM Procurement tool)	22/06/23 11:00 hrs (local Luxembourg time)
5.	Negotiations completed (if applicable)	11/09/23
6.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	15/09/23
7.	Target contract signature date	16/10/23
8.	Agreement's target commencement date	08/01/24
9.	End of transition (if applicable)	16/02/24

3.3. Eligibility, Exclusion, Selection and Award Criteria

3.3.1 Eligibility and Exclusion criteria

In order to be eligible to participate in this procurement process, Candidates must be natural or legal persons and state that they are not subject to any of the exclusion situations listed in the declarations included in Annex 2 Section 1. If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM without undue delay.

Candidates may submit, and if requested by the ESM will submit, evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation		
Eligibility and Exclusion Criteria	Duly executed declarations as requested in Annex 2 Section 1	Pass / Fail

3.3.2 Selection criteria

In order to assess a Candidate’s capacity to perform the contract the ESM will apply the following selection criteria (full information can be found in Annex 3 Section 1).

In the event that the Candidate submits a Proposal together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the selection criteria.

SELECTION CRITERIA – elements of the evaluation		
Selection Criteria	Economic and financial standing	Pass / Fail
	Technical or professional ability	Pass / Fail
	Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve “pass” for all “pass/fail” criteria and must comply with all eligibility, exclusion and selection criteria to be assessed further.

3.3.3 Award criteria

The Proposals submitted by the Candidates will be evaluated, in accordance with the following award Criteria (further detailed in Annex 3 section 2 and Annex 4) using both the written proposals and the presentation.

AWARD CRITERIA			
QUALITY	65%	PRICE	35%
Delivery of the transition period	5%	Price	35%
Delivery of support and implementation services, incl. SLA and warranty period	30%		
Technical skills and internal resources, key personnel	15%		
Efficient account administration and oversight	15%		
Total Score 100%			

Technical proposals of those Candidates who received less than 50% of the maximum available score for each Quality (32.5/65) award criteria will be deemed of insufficient quality and eliminated from further evaluation.

The Candidates’ Commercial response will be evaluated according to the following formula:

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Estimated total cost 4 years}}{\text{Candidate's Proposed Estimated total cost 4 years}} \quad * \text{Maximum Price score (i.e. 35)}$$

To determine the final score, the Candidates' score for quality will be combined with their respective score for their Commercial Response and the Contract will be awarded to the Candidate whose Proposal best meets the quality/price ratio.

3.4. The ESM Contact Details

All communications must be done via the [ESM Procurement tool](#). Only in case the [ESM Procurement tool](#) does not work, candidates will be allowed to contact ESM directly via the following email address: procurement@esm.europa.eu

Attention: Marion Courbis

The ESM will not be bound by and the Candidate agrees not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

3.5. Clarifications of the RFP

The process for clarifications pertaining to this RFP will be as follows:

- a) Queries can be raised via the [ESM Procurement tool](#).
- b) Queries can be raised on any matter in this RFP, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries has passed.
- d) Subject to point e) below, responses to the queries will be published on the [ESM Procurement tool](#) if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

3.6. Due Diligence Elements

In order to further ascertain the viability and acceptability of the proposal and of the Candidate, the ESM, in its sole discretion acting reasonably, reserves the right to request the preferred Candidate, and in responding to this RFP the Candidates agree to provide, make available, or facilitate verification of any information certified by the Candidate and any information the ESM deems necessary to assess any potential risks related to data protection, data location, IT security, information security and legal and regulatory matters. The ESM will review this information and assess its correctness and level of risk. In case the ESM deems, in its sole discretion acting reasonably, the level of risk as too high, the Candidate will be excluded from the procurement procedure.

3.7. Negotiations

The ESM may at its sole discretion either award the Contract on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.2.

3.8. Notification of the ESM's decision

The ESM will notify in writing via the [ESM Procurement tool](#) its decision to advance or not advance the Candidate's Proposal. The notification is sent by electronic means at least fifteen (15) business days prior to the signing of the Agreement by the ESM. The Candidates whose Proposal did not advance can request, in accordance with the ESM Procurement Policy and timelines set within and in the ESM notification, a de-brief addressing the reasons for not advancing their Proposal. The de-brief will be limited to the reasons related to the unsuccessful Candidate's Proposal and will not cover any information about other Candidates' Proposals.

3.9. Contract Terms and Conditions

The ESM agreement enclosed as Annex 5 to this RFP ("**ESM Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the ESM Agreement without reservation and acknowledge that none of their own agreements, contracts or terms and conditions will apply.

If Candidates would like to propose any changes to the ESM Agreement they must provide, for each proposed change, a counter-proposal and a clear explanation why they consider the proposed change necessary as part of their Proposal by the deadline for the submission of Proposals. The ESM will not accept any change requests received after the deadline for submission of Proposals. The ESM will also not accept any substantial revisions/redrafting of the ESM Agreement. Any potential changes to the ESM Agreement, if at all possible and agreeable to the ESM, will be minimal in order to ensure equal treatment of all Candidates. For the avoidance of doubt, the ESM is not obliged to make any changes to the ESM Draft Agreement. In case the ESM deems, in its sole discretion acting reasonably, that the Candidate's change requests are not acceptable and the contract negotiations have failed, the Candidate will be excluded from the procurement procedure.

4 Terms and Conditions of the RFP

4.1 Rights of the ESM

By submitting a Proposal, Candidates confirm that they have taken note and accepted all terms and conditions of this RFP.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept Proposals received after the deadline for submission of Proposals.

After the ESM opens Proposals, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right at its sole discretion to reject from further consideration any such Proposal.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Proposal.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Proposals may result in the rejection of the Candidate's Proposal.

The ESM may decide, at its sole discretion while respecting the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the Agreement is signed. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right at its sole discretion to disclose the contents of Proposals to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Proposals, a lack of precision, an omission or any other type of error in this RFP, it will rectify the error and inform all Candidates in writing [via the ESM Procurement tool](#).

4.2 Cost of Participating in the Procurement Process

All costs relating to the participation in this procurement process, including in particular any costs in relation to the attendance at Presentations and of any other documents requested by the ESM and any subsequent follow-up will be borne exclusively by Candidates.

4.3 Materials and Documents

All materials and documents provided by the ESM during this procurement process will remain the ESM's property. Nothing in this RFP or in any other document issued by the ESM in connection therewith will be construed as to grant Candidates any right or license to use these documents for any purpose, except the right to use them in as much as necessary to prepare their Proposals.

All materials and documents prepared by the Candidate, once submitted to the ESM in response to this procurement process, will become the property of the ESM and, irrespective of the outcome of the procurement process, may be retained by the ESM, and, in any case, the ESM will have the right to use any concept or ideas contained therein without incurring any costs or expenses or any liability whatsoever.

4.4 Validity of the Proposal

By submitting a Proposal, Candidates acknowledge and agree that their Proposal will remain valid for a period of 210 calendar days from the deadline for submission of Proposals.

4.5 Compliance with Law

Candidates are invited, but not bound to participate in this procurement process. Yet, the participation in this procurement process following the receipt of the RFP from the ESM implies the acceptance of the terms and conditions of the RFP and any other provisions of the RFP and any breach of these will be subject to appropriate remedies under the applicable law.

Before the Agreement enters into force, the successful Candidate undertakes to comply with all applicable laws and regulations and to obtain all relevant authorisations, permits and certificates required to provide the services described in this RFP.

Nothing in this RFP will be construed as implying a waiver, renunciation or modification by the ESM of any rights, privileges, immunities or exemptions from which ESM may benefit under the Treaty establishing the ESM or any applicable laws.

4.6 Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, other design elements and other words or symbols used to identify the description of the procurement requirement described are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

4.7 Confidentiality

All documents and information provided by the ESM in connection with this RFP constitute Confidential Information within the meaning of this section.

If the Candidate considers that any part of its Proposal or other documents/information submitted to the ESM include Confidential Information within the meaning of this section it must clearly mark such parts of Proposal or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM or the Candidate will (a) not disclose the Confidential Information, (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information, and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this RFP. Confidential Information does not include information which (a) was known to the ESM or the Candidate prior to receiving the information from the Candidate or the ESM; (b) becomes rightfully known to the ESM or the Candidate from a third-party source not known to the ESM or the Candidate (after diligent inquiry) to be under an obligation to the Candidate or the ESM to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the ESM or the Candidate; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate or the ESM. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this RFP, the confidentiality undertaking will prevail.

4.8 Involvement of/Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this RFP.

If a Candidate submits its Proposal as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a) a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;

- b) a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g. power of attorney);
- c) a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and
- d) information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

If a Contract is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing via the [ESM Procurement tool](#). The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to subcontract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Proposal:

- a) a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b) a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

4.9 Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to

the ESM (the “Employees”) may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM’s sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

- All documents must be submitted in English.
- Any deviations from the specified requirements of this RFP that cannot be satisfied by the Candidate, should be clearly identified in the Proposal.
- In some cases, page/word limits may be specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- All digital copies of the Proposal should be submitted in compliance with the following guidelines:
 - a) One file per section as described in the “Proposal Structure” table below.
 - b) Any supporting or additional files should be clearly named.
 - c) All files should be named clearly with a sequential number and relevant file name.
 - d) All files should be provided in a standard non-editable format, such as PDF.

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form Upload in the ESM Procurement tool under: <u>TECHNICAL ENVELOPE</u>	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 3.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Eligibility	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative	Fully scanned copy with signature in PDF

	<u>Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE</u>	Annex 2 Section 1 – “Declaration on the Eligibility”)	
3.	Non-Collusion Declaration <u>Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE</u>	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 2 – “Non-Collusion Declaration”	Fully scanned copy with signature in PDF
4.	Selection Criteria <u>Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE</u>	Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1	Fully scanned copy with signature in PDF
5.	Technical Proposal <u>Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE</u>	Candidates are requested to address the requirements under the quality award criteria listed in Annex 3 section 2 in compliance with the Terms of Reference provided in Annex 1.	Fully scanned copy with signature in PDF
6.	Commercial Proposal <u>Upload in the ESM Procurement tool under: FINANCIAL ENVELOPE</u>	Candidates are requested to address the requirements under the price award criteria listed in Annex 4 in compliance with the Terms of Reference provided in Annex 1.	Fully scanned copy with signature in PDF and an writable Excel version

Forms to fill in	Candidate (including Consortium Lead)	Consortium members	Key Subcontractors
Declaration on Eligibility Annex 2.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2.2	To be completed	To be completed	N/A
Cover Certification form Annex 2 3.1	To be completed	N/A	N/A
Consortium declaration Annex 2 3.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 3.3	N/A	N/A	To be completed

These forms must be uploaded in the [ESM Procurement tool](#) under the TECHNICAL ENVELOPE.

6 Submission of the Proposal

Proposals must be submitted in the [ESM Procurement tool](#) no later than by the “**Deadline for submission of Proposals**” specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.2 of this RFP.

Only Proposals received through these means will be accepted.

Annex 1 Terms of Reference

1. Overview

In 2015 the ESM selected ServiceNow (“SN” or “Solution”) as Software as a Cloud Service (“SaaS”) for its current IT and FM Service Management.

The ESM intends to establish a framework agreement (“Framework Agreement” or “Contract”) with a single service provider (“Service Provider”) for the provision of ServiceNow support and implementation services (“Services”). The Service Provider should comprehensively deliver the support and implementation services requested hereunder.

2. ESM ServiceNow Environment

The ESM uses currently one production, one development and one user acceptance test (UAT) environment.

The current ServiceNow version used at the ESM is the Tokyo version and have had no issues with the last updates.

The ESM has about 426 active users, supported with below licences:

- 70 ‘Fulfiller’ licences
- 35 ‘Approver’ licences
- 1 ‘Performance Analytics Application’
- 62 grandfathered custom tables

ServiceNow licences are out of scope of this RFP.

The SN setup implemented for the ESM has been customised to meet specific organisational and business requirements. The current ServiceNow functional landscape across different business functions at the ESM is shown below:

Business Function	Use
IT	Ticketing, SLAs
	Request catalogue
	Asset management
	Workflows
	Feedback
	Reporting, advanced reporting with SN ‘Performance Analytics’
FM (ServiceNow WSD)	Ticketing, SLAs
	Request catalogue
	Asset management

	Workflows
	Visitors, reception
	Catering requests
	Room booking via SN app
	Feedback
Commercial Legal and Procurement	Ticketing via individualised versions of the Request module
Corporate Governance & Internal Policies	Ticketing via individualised versions of the Request module
Joiner / leaver	Request item Workflow
Compliance	Request item Workflow
Meeting orchestration	360h development to support meeting planning for VIPs. Bespoken interface for personal assistants to orchestrate and support a bi-annual conference meeting marathon with plenty of participation dependencies and last-minute rescheduling
other	Test Management, Agile and Performance Analytics

The ESM is using most of the ServiceNow out-of-the-box features/modules and processes, mostly in accordance with ITIL/ITSM. ESM synch Active Directory (AD) data to create and deactivate users, read and write back Exchange Online calendar items and have single sign-on realised. Few external consultants can access the instance directly without SSO or VPN.

Currently, the ESM has the following workload statistics in relation to support and implementation services:

- Number of incidents requested and resolved over the past 12 months: 90, none with Priority 1 or 2
- Number of change requests handled over the past 12 months: 76 (e.g. adjust workflows, change email wording, change forms)
- Number of unresolved tickets over the past 6 months: about 10 enhancements and incidents pending development or testing. The ESM will close most of them before the envisaged Transition Period in point 3.3

Specific applications running on ServiceNow store (<https://store.servicenow.com>) that are used at the ESM are as follows:

Applications
ServiceNow WSD
Connector4U – for an exchange with our 3 rd party IT provider’s SN instance

3. Scope of Services

The Service Provider will support and maintain the current ServiceNow functional landscape as well as implement and support any additional modules/functionalities, and any additional business functions.

The Service Provider will be required, following a Transition Period with the Existing Provider (as defined in section 3.3), to provide the following Services:

1. Support Services

Support services will be provided on a recurrent basis. The estimated volume of services to be provided by the Service Provider is 50 hours/month.

The Service Provider will be required to provide the following support services:

- Analyse and optimise SN setup according to best practices to maximize the Solution's return on investment while meeting business requirements;
- Advise the ESM based on business analysis skills and promote best business practices, particularly but not exclusively in the area of IT and FM;
- Support the existing SN applications from the SN store as part of the ESM SN environment (e.g. apply new updates)
- Provide efficient remote level support and maintenance of the Solution through a service desk available by phone/web within ESM's core working hours (i.e., Monday to Friday 8 AM – 6 PM CET, excluding ESM public holidays), trouble shooting, errors analysis, correction and testing without liaising with ServiceNow.

The target support and maintenance model of the Solution will be as follows:

Level 1 functional support will mostly be managed by the ESM functional teams (key users from IT, FM, others). The Service Provider may act as back-up for the ESM Level 1 support (i.e. for the Solution functional specialist and the operating system administration).

Level 2 support represents the line level support under the responsibility of the Service Provider and as described above. Whenever the Service Provider is unable to solve an issue on its own, escalation by the Service Provider to the editor (ServiceNow), **level 3**, will occur. ESM key users will be updated on a regular and/or ad-hoc basis by the Service Provider on the status of issues escalated to ServiceNow.

- Provide on-going remote support for the full SN functional landscape at the ESM with a capacity to solve raised incidents in a timely manner or communicate with third parties for specific applications running on the ServiceNow store and used by the ESM. The ongoing remote support will be provided through a service desk available by phone/web within ESM's core working hours (i.e., Monday to Friday 8 AM – 6PM CET, excluding ESM public holidays);
- Tracking, monitoring and escalation of incidents or enhancements that require up to 16 working hours in total, raised via phone calls, web access, emails and / or follow up on behalf of the ESM;

- Provide up to five (5) ESM subject matter experts (per functional area, e.g. HR, IT, FM) with access to logged tickets on the Service Provider’s system such as incidents and enhancements for continuous monitoring;
- Conduct periodic regression testing as part of SN regular upgrade cycle, via automation with test scripts where possible;
- Update the SN functional landscape’s configuration as per approved requests, ensuring the Solution’s configuration is maintainable, scalable, upgradeable and efficient;
- Follow a strict change control management process prior to any production configuration change;
- Maintain an up-to-date and audit proof library of deliverables requested by the ESM (deployment plan, risk/issue, defects log and resolution, setup documentation, test script, user guide, functional / technical specification, others);
- Provide key and end users with functional and technical assistance, guidance and training to optimize the Solution’s use and adoption, and to build ESM internal skills;
- Assist the ESM in change management (support the end-to-end change initiative, formulate change plans, activities and documentation, support the communication about the Solution’s adaptations);
- Provide immediate post-go live assistance for any change to the Solution which falls within the scope of support services, and provide a warranty for a period of three (3) months starting from the acceptance of the change by the ESM.

2. Implementation Services

Implementation services will be provided on an ad-hoc basis.

The implementation services shall be understood as complex changes to the Solution i.e. update or change or modification of the Solution’s configuration which is not part of a “Resolution” as defined in the service level agreement forming part of the Framework Agreement (SLA) (e.g. additional enhancements, functionalities or features to the implemented Solution, as well as any changes, configurations or releases thereto to reflect changes in practices, processes etc.) and which require the Service Provider’s resources of more than 16 working hours in total. If the Service Provider’s resources required to implement the change to the Solution are equal to or less than 16 hours, the change will be considered as an Enhancement within the meaning of the SLA and will fall under the scope of support services.

The Service Provider will be required to provide the following implementations services:

- Understand and challenge (with best practice knowledge) ESM’s business requirements and transform them into clear and concise technical specifications with the ability and flexibility to conceive creative solutions if and where necessary;
- Provide estimates, assessments of complexity and feasibility of the Solution’s changes, e.g. activation of new SN modules, purchase of any type of Apps available on the SN store;
- Provide ‘extended’ SN solutions such as implementation of new SN modules and Apps with tools such as ticketing, workflows, inventories, surveys, etc.
- Implement SN changes and customisations as per approved change requests and deployment plans;

- Perform and document user acceptance testing (i.e. provide test plan and screenshots of test execution) to ensure high quality delivery upfront;
- Provide project management services where required by the ESM, engage with all ESM stakeholders, define work plans, provide status on ongoing Solution's changes, monitor milestones and report risk/issue, undertake mitigation action, proceed when required to escalation and ensure timely resolution;
- Provide immediate post-go live assistance for any change to the Solution and provide a warranty for a period of three (3) months starting from the acceptance of the change by the ESM;

3. Transition Period

The ESM currently uses a third party (an existing SN support and implementation service provider "Existing Provider") to provide the services in scope of these Terms of Reference. Consequently, and if applicable, the Service Provider will be required to ensure that a full and successful transition from the Existing Provider to the new Service Provider (of all services, data, processes and anything else which need to be migrated) will be undertaken in a professional, well-planned, coordinated and risk mitigated manner.

The transition period ("Transition Period") will start following the Contract signature. The ESM envisages that it will take in principle one (1) month and will be conducted in accordance with the following requirements:

- Following the Contract signature in the 1st week of the Transition Period, the ESM will share all test case documentation of all enhancements (non-standard ServiceNow functionality) as documented by the Existing Provider, with the Service Provider. The ESM will grant the Service Provider access to the ESM's SN.
- In the 1st week of the Transition Period, the ESM will set-up a one-day meeting to go through all SN modules at the ESM with the Service Provider. One (1) week later, another meeting will be scheduled where the Service Provider could address all questions they may have with the Existing Provider.
- During the Transition Period, the Service Provider will ensure on-site presence of maximum one (1) consultant for one (1) week.
- List of unresolved tickets will be transferred from the Existing Provider to the Service Provider.
- As of the start of the implementation of Transition Period, the Service Provider will be fully responsible for any (new and existing) tickets raised in ServiceNow. Upon request from the Service Provider, assistance from the Existing Provider will be exclusively available by contacting their remote help desk.
- At end of 2nd week of the Transition Period, the ESM may decide, at its own discretion, to extend the on-site support for up to one (1) additional week at no additional cost.
- At the end of the Transition Period, the Service Provider will evidence that the Solution has been successfully taken over. Subject to that, the ESM will sign-off the closure of the Transition Period.

4. Deliverables

In case specific deliverables are requested for the implementation services, those will be defined in the description of requirements attached to Release Orders or in Assignment Terms of Reference attached to Implementing Contracts. The required deliverables will be accepted in writing by the ESM.

The deliverables are to be accepted if the Service Provider has successfully completed the relevant deliverable by the delivery date to the full satisfaction of the ESM acting reasonably. Any re-work requested by the ESM based on errors, omissions or lack of comprehensiveness will be provided by the Service Provider at no additional cost or expense to the ESM.

4. Provider Personnel/Project Management

The Service Provider will make available to the ESM the following personnel:

- **Team lead consultant and back-up ('Key System Architects')**: at least one team lead consultant and equally qualified back-up who will be also the main contact point to the ESM. The team lead consultant and back-up will have **at least 5 years of experience** in SN;
- **Support technical personnel**: skilled and certified (main line certifications) technical consultants with **at least 3 years of experience** in the specific role (having together the following certifications: 'Certified Implementation Specialist - IT Service Management'; 'Certified System Administrator'; 'Certified Application Developer') that are able to customize SN according to best practices under the lead of the Key System Architect i.e. page personalisation, approval workflows, reporting, dashboards, inbound/outbound interfaces, definition of custom roles and responsibilities.

The support technical personnel will provide assistance to the ESM on an 'on call' basis on any issues related to the Solution and any implementation services that may be required.

While individual consultants can take ownership of one or more specific functional areas according to their skills, they will always work in cooperation, and under the supervision and quality assurance of the designated team lead consultant or its back-up. Guidance by the team lead consultant will ensure the overall integrity of the Solution and its processes.

5. Reporting and Meetings

The ESM's official working language is English. The Services must be delivered in English. All business exchanges and all administrative matters with the selected provider, including but not limited to the Framework Agreement, any release orders issued under the Framework Agreement, invoicing, account management, analysis, reporting and other documentation must also be in English.

Quarterly SLA Summary Report:

The Service Provider will measure its performance against each of the KPIs defined in the SLA on a quarterly basis and will provide written quarterly SLA reports to the ESM, at the latest by the 10th calendar day of the month following the end of a quarter. These reports will detail the performance of the Service Provider against the agreed KPIs during each applicable reporting period and will capture data such as e.g., the number of tickets received from the ESM, number of incidents raised

and resolved in the previous quarter, any breaches of the agreed KPIs etc. The exact content and format of such quarterly reports will be as agreed between the Parties.

Bi-annual meetings:

The Service Provider will conduct formal reviews with the ESM on a bi-annual basis to be agreed during the term of the Framework Agreement. Such bi-annual meetings will include a review of the Services conducted since the last bi-annual meeting, updates on KPIs/SLA performance via dashboard reporting, spend and cost review (financial performance vs. budget), marketplace overview, trend analysis, opportunity analysis, improvement opportunities, and provision of new initiatives and systems which may be of benefit to the ESM.

6. Key Performance Indicators (KPIs) and Service Level Agreement (SLA)

Please refer to the ESM Draft Agreement, provided in Annex 5 of the RfP, for the SLA (Appendix D).

The SLA provided in Annex 5, Appendix D of the RfP is the minimum SLA required by the ESM. Candidates are encouraged to propose additional KPIs and associated service credits in addition to those required by the ESM. Please note, that such additions will be scored in accordance with Annex 3 of this RfP.

Annex 2 Eligibility, Exclusion Criteria, and other required information and documents

1. *Declaration on eligibility*
2. *Non-Collusion Declaration*
- 3.1. Cover certification form
- 3.2. Consortium declaration
- 3.3. Subcontractor commitment letter

Note: See the separate document with the above declarations

Annex 3 Selection and Award criteria

1. Selection Criteria

As part of their Proposal, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Proposals, the ESM will assess the responses provided to the items set out below in this Section 2.

1) Economic and financial standing

Candidates must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1.	The Candidate must prove sufficient past revenue.	The Candidate must have an annual, global revenue in excess of €1.2M euros in each of its last two (2) most recent completed fiscal years from the provision of services of similar size, scope and complexity as described in Annex 1 to this PQD.	<ul style="list-style-type: none"> • Confirmation of Pass or Fail and, • As evidence an extract of your balance sheet including the revenue.

2) Technical or professional ability

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1.	The Candidate must prove relevant accreditation.	Confirm that the Candidate has a valid ServiceNow Gold Partnership level for Services or Technology.	<ul style="list-style-type: none"> • Confirmation of Pass or Fail and, • As evidence, copy of the certification
2.	The Candidate must prove relevant experience.	Confirm that the Candidate has executed minimum two (2) ServiceNow implementation or transition projects in Europe in the last three (3) calendar years.	<ul style="list-style-type: none"> • Confirmation of Pass or Fail and, • As evidence, a summary description including the following information: <ul style="list-style-type: none"> i) name, size, scope, complexity and short description of the referenced implementation projects ii) implementation projects' start and end dates iii) if any services within the references provided were subcontracted, and if yes which elements and to whom iv) client names and addresses (if not possible due to confidentiality reasons the client entity (type of entity, size, location, and industry in which it operates)
3.	The Candidate must prove relevant experience and qualified resources.	Confirm that the Candidate can provide minimum eight (8) ServiceNow certified Implementation Specialists (main line certifications) - IT Service Management and Certified System Administrator and minimum five (5) certified Application Developers (main line certifications) with an experience of minimum three (3) years .	<ul style="list-style-type: none"> • Confirmation of Pass or Fail, and • As evidence, describe the resources available at the provider's disposal

4.	The Candidate must confirm adherence to the minimum SLA proposed.	Confirm that the Candidate will at least meet the minimum SLA included in this RFP.	<ul style="list-style-type: none"> Confirmation of Pass or Fail
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3) Authorisation and suitability to carry out the relevant professional activity

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item Number	Selection Criteria	Evidence
1)	Confirm and provide evidence that you have an authorisation to perform the services described in Annex 1 under national law applicable to the Candidate	<ul style="list-style-type: none"> Confirmation of Pass or Fail Relevant supporting documents such as a recent copy of a document confirming inclusion in a relevant professional or commercial register

2. Award Criteria

In their technical responses, Candidates should refer to the quality award criteria and instruction numbers before providing their answers.

The Candidates' technical response should then be uploaded in the [ESM Procurement tool](#) as a separate PDF attachment along with the other documents requested (see Section 5 'Structure of the Proposal'). In responding to the Award Criteria, Candidates should explain clearly how they can fulfil ESM's requirements and whether they can even add some value.

- **Technical Award Criteria**

Quality	65%
1. Delivery of the transition period	5%
Describe how you will adequately and promptly deliver the transition period as described in Annex 1. Highlight any risks, dependencies and include a high-level project timeline. Detail the profile of the team which will be involved. Explain the ESM's required involvement during the transition period.	
2. Technical skills and internal resources, key personnel	15%
Provide the CVs or at a minimum a detailed profile for the team lead consultant and the back-up in line with the requirements set in point 4, Annex 1 Terms of Reference. Describe the overall number of internal resources and their technical skills, also with focus on FM to support them. Describe the team organisation and collaboration. Explain how the work performance and quality assurance will be ensured by the Team lead consultant and his/her back-up over the support technical team. Describe your processes for the overall management of the Framework Agreement, incl. reporting, invoicing.	
3. Delivery of support and implementation services, incl. SLA and warranty period	30%
Explain how you will deliver the support and implementation services as defined in Annex 2, Terms of Reference. Define the escalation matrix for delivery of support level 1, level 2, level 3 support. Describe the processes for implementation services and change management. Describe how you will ensure a successful and smooth Transition Period. Highlight any risks, dependencies, and include a high-level project timeline covering the full Transition Period. Detail who will be involved in the Transition Period in terms of resources and technical skills. Explain how you will meet the SLA provided and outline any additional KPIs and associated service credits you propose. Describe your warranty policy and explain if you can offer a longer warranty period than the minimum required by the ESM.	
4. Efficient account administration and oversight	15%
Describe how you ensure a lean oversight from the ESM. Detail how you will ensure accuracy of invoices, adherence to SLA and how you would take corrective actions in case of issues.	
Price	35%
Total	100%

- **Commercial Award Criteria**

The Candidates' commercial response will be uploaded in the [ESM Procurement tool](#) in the FINANCIAL envelope as a separate PDF attachment along with the other documents requested (see Section 5 'Structure of the Proposal').

Candidates are requested to complete the template in Annex 4, filled in appropriately in keeping with the matters listed in Annex 3

Fees must be expressed exclusive of taxes and in Euros.

Fees must be provided for the entire four (4) year Contract term, regardless of the amount of Support and Implementation Services used.

The proposed fees are fixed and are not subject to revision for performing the services under an implementing contract or release order as defined in Annex 1, Terms of Reference.

Candidates must provide all fees specified below. Please consider the following information when preparing your Commercial Response.

Elements to be considered during the evaluation of the Commercial Response:

a) Support Services including all Apps

Candidates must provide an hourly rate for implementing the Support Services required in point 3.1 in the Annex 1 Terms of Reference. The hourly rate shall be based on the combined team effort required from the Team lead consultant/back-up and the support technical team.

The hourly rates must include any and all amounts to be charged to the ESM for the Services, including, but not limited to all expenses such as accommodation, expenses, travel to attend contract related meetings, and Candidate overheads (the "**Hourly Rates**").

For the evaluation purpose, the volume of services to be provided by the Service Provider is estimated at 50 hours/month.¹

The use of the current products/Apps available to the ESM will be paid directly by the ESM to the service provider owning those products/Apps

Note that any new Apps used during the contract term will be supported using this hourly rate.

b) Implementation Services

Candidates must provide an hourly rate for delivering the Implementation services required in point 3.2 in the Annex 1 Terms of Reference. The hourly rate shall be based on the combined team effort required from the Team lead consultant/back-up and the support technical team.

¹ These are only estimates for the purpose of the RfP evaluation and the ESM is not bound to use any minimum amount of the quoted volumes.

The hourly rates must include any and all amounts to be charged to the ESM for the Services, including, but not limited to all expenses such as accommodation, expenses, travel to attend contract related meetings, and Candidate overheads (the “**Hourly Rates**”).

For the evaluation purposes, the volume of services to be provided by the Service Provider is estimated at 1.000 hours annually.¹

Elements NOT to be considered during the evaluation of the Commercial Response:

a) Transition Period

Candidates must provide a **fixed fee** for the Transition Period to be implemented in line with the requirements set in point 3.3 in the Annex 1 Terms of Reference.

Overall, the ESM expects that the Service Provider will need to dedicate no more than 10 man-days for the whole Transition Period.

Annex 4 Commercial Response

See attached

Annex 5 Draft Agreement

See attached